



TERRI L. McDONALD
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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April 10, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 April 10, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

APPROVAL OF A STANDARDIZED CONTRACT TO PROVIDE COMPREHENSIVE ELECTRONIC MONITORING FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a standardized contract to provide Comprehensive Electronic Monitoring Services (CEMS) for the County of Los Angeles Probation Department (Probation).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Probation Officer or her designee to prepare and execute a contract substantially similar to the attached standardized contract (Attachment I) upon approval as to form by County Counsel, with Satellite Tracking of People (STOP), to provide CEMS for an estimated amount of \$560,000 effective May 1, 2018 through April 30, 2019.
2. Delegate authority to the Chief Probation Officer or her designee to prepare and execute contract amendments to extend the contract term for up to six (6) additional twelve (12) month periods, at an estimated annual amount of \$560,000, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or her designee to approve necessary changes

to scope of service, and to terminate, in whole or in part, contract with STOP.

4. Delegate authority to the Chief Probation Officer or her designee to execute future amendments to the Contract which add or change certain terms and conditions as required by your Board upon approval as to form by County Counsel.

5. Delegate authority to the Chief Probation Officer or her designee to prepare and execute amendments to the contract not to exceed ten percent (10%) of the contract rate and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.

6. Delegate authority to the Chief Probation Officer or her designee to prepare and execute, upon approval as to form by County Counsel, modification to contract number 76708 with Sentinel Offender Services, Inc. to extend the contract period for three (3) months on a month-to-month basis, in the estimated amount of \$25,000 effective May 1, 2018 through July 31, 2018.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Probation Officer or her designee, to prepare, sign and execute a contract substantially similar to the attached contract with STOP to provide CEMS. Contractor will provide all technology, equipment, consumables, systems and related support services, cellular wireless services, accessories, tracking services, data storage, local law enforcement crime scene incident data collection and storage, crime scene correlation mapping analysis and reporting, point pattern analysis, monitoring center support services, training, user manuals, consultation, on-site assistance, and problem analysis not limited to additional support services. Also, the purpose of the recommended actions is to authorize the Chief Probation Officer or her designee to prepare and execute a modification to contract number 76708 with Sentinel Offender Services, Inc. to extend the contract period to allow time for Probation to coordinate the transition of services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The proposed contract amount is estimated at \$560,000 for initial term commencing May 1, 2018 through April 30, 2019 and subsequent twelve (12) month option periods. The proposed contract is fully funded in the Department's annual budget and through Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The initial term of the contract shall be May 1, 2018 through March 30, 2019. There is no departmental relations impact since this is not Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The standardized contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program. In accordance with the Chief Executive Office memorandum dated July 19, 2002, the proposed contractors have been instructed to register on WebVen.

The County will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term. County Counsel has reviewed and approved the standardized contract as to form.

CONTRACTING PROCESS

A comprehensive Request for Proposals (RFP) process was conducted. Proposers interested in providing CEMS were required to submit a proposal demonstrating their ability to provide services to the Department. As part of the competitive solicitation process, approximately fifty-four (54) letters were sent to service providers and advertisements were placed in the Los Angeles Times, Lynwood Journal, and Eastern Group Publications. The solicitation information along with the RFP was also made available through the Internet on the County of Los Angeles Internal Services Department and the Probation Department websites.

As a result of the solicitation process, five (5) potential providers registered for the Mandatory Proposers' Conference and thirteen (13) potential providers attended the conference. A total of three (3) proposals were received in response to this solicitation. During the initial screening, all 3 proposals met the Minimum Mandatory Requirements set forth in the RFP.

An evaluation committee was formed to evaluate the three (3) proposals that passed the initial screening process. Financial subject-matter experts assessed the Proposer's financial viability to perform the work throughout the term of the proposed Contract.

The proposer that was rated the highest by the evaluation committee as being the most responsive to the RFP, demonstrating the experience required, and most clearly meeting the needs of the Department to provide the required services was Satellite Tracking of People (STOP). There are no protests pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Probation to continue providing electronic monitoring services.

The Honorable Board of Supervisors

4/10/2018

Page 4

Respectfully submitted,



TERRI L. McDONALD

Chief Probation Officer

TLM:TH:DS:or

Enclosures

c:

Executive Officer
County Counsel
Chief Executive Office



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

COMPREHENSIVE ELECTRONIC MONITORING SERVICES

**CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

AND

(CONTRACTOR)

**TO PROVIDE
COMPREHENSIVE ELECTRONIC MONITORING SERVICES**

This Contract ("Contract") and Exhibits made and entered into this ____ day of _____, 2018 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor". _____ is located at _____.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the services of Contractor to provide comprehensive electronic monitoring services;

WHEREAS, County through its Probation Officer, is authorized to contract under California Governmental Code section 31000;

WHEREAS, the County of Los Angeles through its Probation Officer, is authorized under California Penal Code Section 1203.14 and otherwise to engage in activities designed to monitor persons placed on probation and to prevent juvenile and adult delinquency such as contemplated by this Contract; and

WHEREAS, Contractor is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K L, M, N, O, P, Q, Q1, R, S, T, U, V, W, X, and Y are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 EXHIBIT G - Employee's Acknowledgment of Employer
- EXHIBIT G1 - Contractor Acknowledgment and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Intentionally Omitted
- 1.15 EXHIBIT O - Intentionally Omitted
- 1.16 EXHIBIT P - Background Forms
- 1.17 EXHIBIT Q - Sexual Harassment Policy
- EXHIBIT Q1 - Sexual Harassment/Discrimination/Retaliation Prohibited Form
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS Chart)
- 1.22 EXHIBIT V - Equipment Requirements
- 1.23 EXHIBIT W - Information Security and Privacy Requirements
- 1.24 EXHIBIT X - CEMS Implementation Requirements
- 1.25 EXHIBIT Y - EMP Operational Procedures Manual

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of the Statement of Work referenced in Exhibit A (Statement of Work) and Implementation Services referenced in Exhibit X (Implementation Services).

2.1.1.2 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 Subcontract: An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.1.6 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.7 County Contract Manager: Person designated by County's Project Director to manage the operations under this contract.

- 2.1.1.8 **County Contract Monitor:** Person designated by County to monitor the Contract and provide reports to County's Contract Manager and County's Program Manager.
- 2.1.1.9 **County Program Manager:** Person designated by County to manage the daily operations under this Contract.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Director:** The person designated by Contractor to administer the Contract operations after the Contract award.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibits A (Statement of Work) and X (Implementation Services).
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence May 1, 2018 through April 30, 2019, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of Contractor, by mutual written agreement, for up to six (6) additional twelve (12) month periods for a maximum total Contract term of seven (7) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be

used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify County of Los Angeles Probation Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 GLOBAL POSITIONING SYSTEM MONITORING PROGRAM AND JUVENILE ELECTRONIC MONITORING PROGRAM CONTRACT SUM

- 5.1.1 The contract fee under the terms of this contract shall be the total monetary amount payable by County to Contractor for supplying all Global Positioning System Monitoring Program (GPSMP) and Juvenile Electronic Monitoring Program (JEMP) services specified under this contract consistent with the cost listed in Exhibit B (Pricing Sheet). The total annual Contract sum, inclusive of all applicable taxes, is estimated at \$ 560,000. Notwithstanding said limitation of funds, Contractor agrees to satisfactorily perform and complete all work specified herein.
- 5.1.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
- 5.1.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to Probation Department at the address herein provided in *County's Administration*.

5.1.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.1.5 INVOICES AND PAYMENTS

- 5.1.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Sheet), and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.
- 5.1.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.1.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.1.5.4 Contractor shall submit the monthly invoices to County by the 10th calendar day of the month following the month of service.
- 5.1.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Director
Comprehensive Electronic Monitoring Services
County of Los Angeles Probation Department
9150 East Imperial Highway
Downey, California 90242**

- 5.1.5.6 **County Approval of Invoices.** All invoices submitted by Contractor for payment must have the written approval of County's Program Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipts of properly prepared invoices by County.

5.2 ADULT ELECTRONIC MONITORING PROGRAM CONTRACT PAYMENTS

- 5.2.1 The Contract payments under the terms of this Contract will be the total monetary amount payable by Contractor to County for Adult Electronic Monitoring Program (Adult EMP) administrative services.
- 5.2.2 Contractor shall compensate County a non-refundable fee for all suitable and unsuitable assessments completed by County. Criteria for suitable, unsuitable and ineligible assessments are set forth in Section 2.3.9, Referral and Assessment Process of Exhibit A (Statement of Work).

The fee schedule for completed assessments is as follows:

- 5.2.2.1 Contractor shall compensate County in the amount of fifty-seven dollars (\$57.00) for each suitable assessment that results in placement on Adult EMP.
- 5.2.2.2 Contractor shall compensate County in the amount of twenty-eight dollars and fifty cents (\$28.50) for each suitable assessment which does not result in placement on Adult EMP.
- 5.2.2.3 Contractor shall compensate County in the amount of twenty-eight dollars and fifty cents (\$28.50) for all unsuitable assessments.

Contractor shall not be charged a fee for any ineligible assessments. County reserves the right to review and adjust the fee amount on an annual basis prior to Contract renewal.

- 5.2.3 Contractor shall pay County monthly in arrears the referenced above as the Contract Payment within fifteen (15) calendar days after receipt of a County invoice. All payments shall be by check or draft issued and payable to:

**Los Angeles County Probation Department
9150 E. Imperial Highway, Downey, CA 90242
Attention: Fiscal Services**

- 5.2.4 Notwithstanding said limitation of funds, Contractor agrees to satisfactorily perform and complete all work specified herein.

- 5.2.5 If any payments to County are not received by the due date, a late charge of one and one-half percent (1.5%) of the payment due, unpaid balance and \$100 shall be added to the payment, and the total sum shall be immediately due and payable to County. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:

6.2.1.1 Ensuring that the objectives of this Contract are met; and

6.2.1.2 Providing direction to Contractor in areas relating to County policy, information requirements, and procedural requirements.

6.3 County's Program Manager

- 6.3.1 The role of the County's Program Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Monitor

6.4.1 County's Contract Monitor is responsible for the monitoring of the Contract and Contractor. County's Contract Monitor provides reports to County's Contract Manager and County's Program Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Staff

7.2.1 Contractor shall have a Project Director pursuant to Subparagraph 6.2 (Contract Project Director) of Exhibit A (Statement of Work).

7.2.2 Contractor shall be responsible for providing competent staff pursuant to Subparagraph 6.3 (Contractor Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of Contractor. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, Contractor shall report, in writing, monitoring results to County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from County.

7.5.1 Contractor shall submit the names of Contractor's or Subcontractor's employees to County's Program Manager prior to the employee starting work on this Contract. County will schedule appointments to conduct background investigation/record checks based on fingerprints of Contractor's or Subcontractor's employees. County shall have the right to conduct background investigations of Contractor's or Subcontractor's employees at any time. **Contractor's or Subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from County.**

7.5.2 No personnel employed by Contractor or Subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by County.

7.5.3 County reserves the right, in its sole discretion, to preclude Contractor or Subcontractor from employment or continued employment of any individual performing services under this Contract.

7.5.4 No Contractor or Subcontractor staff providing services under this Contract shall be on active probation or parole.

7.5.5 Contractor or Subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County.

- 7.5.6 Because County is charged by the State for checking the criminal records of Contractor's or Subcontractor's employees, County will bill Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case

information provided to Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. Contractor shall retain original CORI forms and forward copies to County's Program Manager within five (5) business days of start of employment.

7.6.6 Violations: Contractor agrees to inform all of its employees, agents, Subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by Contractor and by the Chief Probation Officer or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor shall notify the County of any pending

acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

- 8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition,

and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within (15) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within (5) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all

complaints and notify the County's Project Manager of the status of the investigation within (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours

or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way

participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

- 8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be

given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the

proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect

for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a

goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

- 8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and

attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and

is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage

terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- 8.24.2.5** Certificates and copies of any required endorsements shall be sent to:
County of Los Angeles

**Oscar Rivas, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Oscar.Rivas@probation.lacounty.gov
Fax#: (562) 658-2307**

- 8.24.2.6** Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:

\$2 million

Products/Completed Operations Aggregate:

\$1 million

Personal and Advertising Injury:

\$1 million

Each Occurrence:

\$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will

receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.4.3 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than one hundred thousand dollars (\$ 100,000) per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to contractor, and apply to all of contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party

fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.4.4 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.5 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation

Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit U (Performance Requirements Summary (PRS)) Chart Exhibit A (Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or
- (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or

comply with the provisions of this Contract.

- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this Contract, when either

party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation Officer, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise,

then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any

attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform

any work hereunder, contractor shall ensure delivery of all such documents to:

**Oscar Rivas, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Oscar.Rivas@probation.lacounty.gov**

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this

Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the

contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

8.53 Time Off for Voting

- 8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from

engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's

Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
 - Procure for County all rights to continued use of the

questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

9.10.1 Contractor shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon Los Angeles County Code Section 5.09 as referenced in Exhibit Q (Sexual Harassment Policy).

9.10.2 Contractor shall provide County of Los Angeles Probation Department with a certification referenced in Exhibit Q1 (Sexual Harassment/ Discrimination/Retaliation Prohibited Form) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from Contractor's staff before performing services under this Contract.

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IN WITNESS WHEREOF, the County of Los Angeles and the Contractor have caused this Contract to be executed on their behalf by their authorized representatives, the day, month, and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contractor, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
TERRI L. McDONALD
CHIEF PROBATION OFFICER

(CONTRACTOR)

By _____

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By _____
PATRICE SALSEDA
PRINCIPAL DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

Contractor shall provide Comprehensive Electronic Monitoring Services (CEMS) on a twenty-four (24) hour continuous basis for the County of Los Angeles Probation Department's (County's) Global Positioning System Monitoring Program (GPSMP), Juvenile Electronic Monitoring Program (JEMP), and Adult Electronic Monitoring Program (Adult EMP). Contractor shall provide all technology, equipment, consumables, systems and related support services, cellular wireless services, accessories, tracking services, data storage, local law enforcement crime scene incident data collection and storage, crime scene correlation mapping analysis and reporting, point pattern analysis, monitoring center support services, training, user manuals, consultation, on-site assistance, and problem analysis not limited to additional support services. Contractor's administrative office, monitoring services and data center facilities shall be located within the United States.

Contractor shall provide to County information relating to research findings and new developments in the electronic monitoring industry. Contractor shall advise County of any and all innovations and new equipment in the electronic monitoring industry and provide the County with the latest technology. County shall be given the opportunity to incorporate improved electronic monitoring technologies as Contractor makes modifications and/or enhancements to its equipment and monitoring capabilities. Contractor shall notify the County Program Manager in writing at least thirty (30) days prior to any changes in operations, that include, but are not limited to, new equipment, upgrades to equipment, services, software, or any other changes that could affect the County's Comprehensive Electronic Monitoring Services. Unless expressly stated otherwise, all Comprehensive Electronic Monitoring Services shall be provided at no additional cost to County other than the per day, per activated device rate as set forth in the terms of this Contract.

1.1 MONITORING SERVICES

- 1.1.1 Contractor shall provide a staffed communication system utilizing a toll free telephone number, a toll free fax number, and email access that is available on a twenty-four (24) hour continuous basis for technical analysis and application assistance.
- 1.1.2 Contractor shall provide a toll free telephone number to participants to contact the monitoring center for the resolution of alert notifications.
- 1.1.3 Contractor shall provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number, calling number, length and the

resolution of the call. This information shall be made available to the County Program Manager or designee at County's request.

- 1.1.4 Contractor shall maintain accurate and concise historical logs of all telephone calls, text message, and emails attempted and completed, including date, time, and the associated incident. Contractor shall make these logs available to County upon request. Documentation shall be made available as requested by County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 1.1.5 Contractor shall provide responses to queries from County staff and authorized law enforcement agencies within two (2) minutes of request. Queries may include participant's location by date range and time range.
- 1.1.6 Contractor shall provide participant enrollments and scheduling via direct telephone request (password accessible).
- 1.1.7 Contractor shall remotely activate or deactivate Global Positioning System (GPS) tracking services for a participant within thirty (30) minutes after receipt of request by telephone or email notification from County.
- 1.1.8 Contractor shall have live staff available on a twenty-four (24) hour continuous basis to respond to designated alert notifications.
- 1.1.9 Contractor shall triage alerts, and attempt to clear and record all efforts to clear alerts according to County's established protocols.
- 1.1.10 Contractor shall provide initial notification via telephone, cellular telephone, text message, and email to designated County staff when an alert notification is generated.
- 1.1.11 Contractor shall provide the participant's name, type of violation, time of violation, and the time and location of the participant's last known location to the Deputy Probation Officer (DPO), in the event of an alert violation.
- 1.1.12 Contractor shall be able to receive confirmation via a telephone call, email or text message that alert notifications were received/acknowledged by County staff.
- 1.1.13 Contractor shall escalate an alert notification to the next County designated contact if the initial County contact does not

acknowledge receipt of the alert notification within County specified time.

- 1.1.14 Contractor shall provide the level of alert notification based on protocols established by County. County reserves the right to change alert notification protocol.

1.2 MONITORING CENTER REQUIREMENTS

- 1.2.1 Contractor shall provide an in-house, secure, and confidential monitoring service center and help-desk facility with an uninterruptible power source, firewall protections, and a backup disaster recovery plan.
- 1.2.2 The monitoring center and help-desk facility shall be operated by Contractor within the United States and shall not be subcontracted.
- 1.2.3 The monitoring center shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
- 1.2.4 The monitoring center shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the Contract.
- 1.2.5 The monitoring center shall provide County a contact number, accessible on a twenty-four (24) hour continuous basis. In the event any component of the monitoring service becomes inoperable, Contractor shall immediately notify the County Program Manager or designee by telephone no later than thirty (30) minutes after service failure.
- 1.2.6 Contractor shall have a secondary (backup) monitoring center that provides full operational functions in the event the primary monitoring center is disabled. The secondary monitoring center shall be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that could disable the primary monitoring center. In the event of primary monitoring center disruption, the secondary (backup) monitoring center must be activated and fully functional within sixty (60) minutes of initial system failure.

- 1.2.7 Contractor shall have documented policies and procedures for network security, application security, data transmission and data security, as well as monitoring center physical security. Contractor shall supply County with a copy of its network security policy and procedures. Contractor shall abide by County's network security policy and procedures, Exhibit W (Information Security and Privacy Requirements) of Exhibit A (Statement of Work Exhibits).
- 1.2.8 The monitoring center shall be equipped with automated fire detection and suppression equipment.

1.3 SYSTEM SOFTWARE REQUIREMENTS

- 1.3.1 Web-based software (software) shall be accessible at no cost to the County, including no licensing fee. The software shall support at least seventy-five (75) end users at any one point.
- 1.3.2 The software shall have the capability to adjust the frequency at which a GPS tracking device collects a data point and/or makes a cellular call, and transfer the GPS data to Contractor's database.
- 1.3.3 The software shall allow for unique alphanumeric identifiers designated by the County that shall be used for each participant within Contractor's web-based software. Once the identifier is entered in the appropriate field, only authorized staff shall have access to modify the identifier.
- 1.3.4 The software shall have the following minimum mandatory fields for initial participant enrollment: name; participant photo; unique alphanumeric identifiers; address; telephone number; offense information; date of enrollment; serial number of device; time zone.
- 1.3.5 The software shall be supported by a database that allows for multiple data fields that vary in length. The data fields shall be subject to final approval by County.
- 1.3.6 The software shall provide the capability for County to download data and reports from the database, through secured internet access.
- 1.3.7 The software shall have the capability to query the database for any/all electronically monitored participants based upon specified dates times and locations.

- 1.3.8 The software shall reflect both the alternative tracking points in the absence of GPS versus GPS tracking points and visually differentiate the location indicators on the map between the two.
- 1.3.9 The software shall provide the capability for the entry of narrative-style notes by County and/or Contractor's monitoring center staff.
- 1.3.10 The software shall display contact information of the assigned DPO.
- 1.3.11 The software shall allow participants to be classified by categories. Categories may be modified by County.
- 1.3.12 The system shall be able to import County provided geographic information system data.
- 1.3.13 The software shall be able to assign role-based security levels to users.
- 1.3.14 The system shall provide daily backup of data.
- 1.3.15 The software shall be able to display a report of a DPO's caseload on one screen and allow access to information on individual participants shown on the reports directly through a hyperlink or similar method.
- 1.3.16 County shall have access to a website tracking usage report for each user account to provide a time-stamped listing of date/duration/time of login, a chronological event listing of GPSMP participant profile and mapping information viewed, and a summary/detail report of total time spent in the software per login.
- 1.3.17 The system shall be able to export all electronic monitoring data in Microsoft Excel, Adobe PDF, and GIS file format, available on an as-needed basis upon County's request.
- 1.3.18 The software shall be able to access archived data.
- 1.3.19 The system must be capable of fully functioning with at least seventy-five (75) administrative users simultaneously during peak periods.
- 1.3.20 The software shall provide the ability for the DPO or law enforcement to instantly locate the participant's tracking device to receive the most recent, near real time, location.

- 1.3.21 The software shall be capable of quickly changing between information pages for different participants assigned to an individual DPO's caseload, or for supervisors and managers, for all participants on any DPO's caseload.
- 1.3.22 The software shall allow for markup data to be added, recorded and displayed for individual and groups of participants.
- 1.3.23 The software shall provide a hyperlink to the participant profile information, from any screen associated with the participant.
- 1.3.24 The software system shall provide for one hundred (100) percent redundancy to avoid excessive downtime due to hardware or software issues. In the event of application disruption, the software system must be fully functional within sixty (60) minutes of initial system failure. Contractor must notify County immediately in the event of application disruption.

1.4 MAPPING CAPABILITY

- 1.4.1 The software shall have the capability to view location information for individuals or groups of participants.
- 1.4.2 The software shall have the capability to quickly zoom in to street level including displaying places of interest frequented by participants.
- 1.4.3 The software shall be able to display participant location information in a sequenced event and/or at a specific date and time.
- 1.4.4 The software shall save/bookmark mapped locations that can be easily accessed by users.
- 1.4.5 The system shall provide exporting of data for video capture modes and/or map printing capability at a minimum resolution of 600 dpi.
- 1.4.6 Crime scene correlation mapping shall be provided on up to date high resolution maps with aerial photography capability. The software shall provide access to a public places of interest layer. These maps shall be available at a resolution that provides for easy visibility of streets, buildings, locations, and other points of interest as well as participant locations.

- 1.4.7 The software shall allow the user to define and display a variety of zone types including, but not limited to, inclusion, exclusion, each with date and time parameter capability. Maps shall also allow users to determine which geographical features or data layers are to be displayed on a particular map.
- 1.4.8 The software shall allow users to configure and display polygonal zones.
- 1.4.9 The software shall display and hide zones within specified areas of interest.
- 1.4.10 The software shall be capable of globally applying specified zones to multiple participants when initiated by County.
- 1.4.11 The software shall be capable of quickly loading twenty-four (24) hours of GPS points, subject to a specified date/time selection.
- 1.4.12 The software shall display a minimum of seven (7) days of GPS points on an individual participant at one time based on the time the information accessed.
- 1.4.13 When multiple days are loaded, the software shall distinguish between each calendar day (by color code or some other means) to identify patterns of travel and locations frequented.
- 1.4.14 The software shall quickly identify "locations visited" by the participant and identify travel patterns.
- 1.4.15 The software shall be able to "play back" a time visualization of GPS points.
- 1.4.16 The software shall allow for filtering of GPS points to display time of day, duration of stay, and speed of travel.
- 1.4.17 The software shall differentiate GPS points when a violation has occurred and shall define the violation.
- 1.4.18 The software shall display various map types that may be selected by the user, including, but not limited to, Satellite, Roads, Birds eye, Street, etc.
- 1.4.19 The software shall allow users to specify a geographical zone, and display only points in the define area only.

1.5 CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

- 1.5.1 The software shall have a crime scene correlation mapping component that correlates crime and incident report data collected from local law enforcement agency stakeholders, and associates the crime and incident report data with the tracking data of participants.
- 1.5.2 Crime scene correlation mapping reports shall be generated on a daily basis with standard reports generated each in accordance with County specifications.
- 1.5.3 Crime scene correlation mapping shall also be available on a near "real time" basis immediately upon request and notification by the County.
- 1.5.4 Crime scene correlation mapping analysis shall identify when one or more participants on GPS tracking were in the vicinity of a crime. Mapping analysis shall also provide simultaneous locations for all participants assigned to GPS tracking in relation to the location, date and time of the crime and the speed and direction of the participant's travel.
- 1.5.5 Crime scene correlation maps shall be easy to navigate both forward and backwards in time for an accurate depiction of a participant's position relative to criminal activity. Mapping information shall include participant's time in each area speed and direction of travel, to allow for rapid investigative crime analysis.
- 1.5.6 All crime scene correlation services shall be provided at no additional cost to County, and approved law enforcement agencies other than the per-day, per activated device rate as set forth in the terms of this Contract.

1.6 POINT PATTERN ANALYSIS REQUIREMENTS

Contractor shall use Point Pattern Analysis (PPA) software as part of CEMS. County reserves the right to modify requirements provided herein as necessary. The specific capability and functional operation of PPA shall be approved by the County Program Manager:

- 1.6.1 The software shall analyze locations frequented by a participant to identify places previously visited as well as new locations.

- 1.6.2 The software shall filter data points previously visited by participants in order to display data points categorized as new locations.
- 1.6.3 The software shall identify locations visited by a participant that had previously been identified or labeled and list the data in report form.

1.7 REPORTING REQUIREMENTS

Contractor shall develop a database system within thirty (30) days from the execution of the Contract, or at the timeframe determined by the County Program Manager. County reserves the right to modify and format reporting requirements as necessary upon thirty (30) days' written notification to Contractor.

Contractor shall provide a database system that allows County to generate the following standardized, preconfigured reports directly from Contractor's database through the secure internet site. To ensure that reports are accurate and timely, the system's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by County personnel. All reports shall have the capability of being queried, sorted, or filtered by any field contained in the report or by data parameters as applicable and shall be readable on screen, printable and downloadable into Microsoft Excel format. Report formats shall be subject to final approval by the County Program Manager. Reports listed below shall be developed in conjunction with and approved by the County Program Manager prior to any equipment deployment/implementation. All requested reports, data, statistical data, and ad hoc reports, shall be provided at no additional cost to County.

- 1.7.1 Equipment Report - The system shall provide a real time report of all assigned active (in use) and inventoried equipment containing a serial number. This report shall include description/type of equipment, serial number, assigned participant, assigned DPO (if applicable), probation office identifier and totals.
- 1.7.2 Offender Alert Report - The system shall provide County the ability to generate an alert report, queried by individual assigned participant and date parameters that identifies the type of alert, time of alert, method of alert notification (email, telephone call, or text message) and recipient of alert notification.
- 1.7.3 Offender Report - The system shall provide County the ability to generate a summary report of all participants and/or assigned to a

DPO that identifies participant name, probation number and address.

- 1.7.4 Data Fields/Entry Exceptions Report - The system shall provide County the ability to generate a report that identifies all data fields currently in use and identifying any incomplete or missing data entry.
- 1.7.5 Current Usage Report - The system shall provide County the ability to generate a current usage report indicating the actual number of daily service devices used to date (real time) for the monthly period. This report should be detailed to reflect participant name, probation number, service type (active) and number of days utilized to date.
- 1.7.6 Monthly Usage Report: The system shall provide County the ability to generate a total monthly usage summary report, downloadable on the 5th day of the month, indicating the actual number of active GPS devices utilized during the previous months' time period. This report should be detailed to reflect participant name, probation number, type of service (active) and number of days utilized for the preceding monthly period and shall be subtotaled by Probation unit/DPO. Any additions or deletions to the monthly usage report after the 5th of the month shall be provided by written notice to the County Program Manager.
- 1.7.7 Unresolved Reports - Contractor shall provide County the ability to generate a daily report of all alerts that have not been resolved during a specific time period.
- 1.7.8 Events Reviewed - Contractor shall provide County the ability to generate a daily report that indicates that all events that have not been reviewed during a specific time period.
- 1.7.9 On Demand Report - Contractor shall provide County the ability to generate an on demand report that lists, times, dates, and participants viewed by any user.
- 1.7.10 Ad Hoc Reports - Contractor shall provide probation ad hoc reports from the system upon request of the County Program Manager.
- 1.7.11 Notification Report - The system shall provide County the ability to generate a report by date parameters, sorted by Probation unit/DPO, identifying the number and type of notifications during specified time parameters, such as 1) Monday-Friday, 8:00 am –

5:00 pm; after hours, weekends and 2) total number of alerts per Probation unit/DPO; percent of total Probation office alerts per type of alert; and method of alerts notification per month, per participant within the Probation unit.

- 1.7.12 Daily Alert Summary Report - Contractor shall submit a daily report between the hours of midnight and 6:00 a.m. to County that identifies each alert, type of alert, time and duration of alert, assigned DPO, assigned participant, and totals for the previous day. This report shall be sorted by Probation unit/DPO and shall be e-mailed to all designated DPO within each Probation office.
- 1.7.13 Crime Scene Correlation Mapping Report - Crime scene correlation mapping reports shall be generated regularly on a daily basis with standard reports generated each regular scheduled work day in accordance with County specifications. This requirement is held in abeyance until such time as the appropriate/necessary information technology infrastructure is in place. Until such automated interfaces are in place, Contractor shall provide crime scene correlation mapping reports based upon the County identifying and supplying specific dates, times and locations.
- 1.7.14 Monthly System Performance Report - Contractor shall submit a monthly report for the preceding month, no later than the 10th day of the following month reporting performance of the system, including any system interruptions, to the County Program Manager or designee. The report shall include regular operational metrics such as timing of system updates, failed connections and any system unavailability.
- 1.7.15 Annual Summary Report - Contractor shall submit an Annual Summary report, on or before the anniversary date of the Contract reporting all issues identified and reported by County. Contractor shall include information on the following: new technology employed improvements to devices and/or service delivery, dates of training and/or on-site technical assistance and court appearances.
- 1.7.16 Customized Report - Contractor shall provide customized reports as requested by County, including, but not limited to, data downloads generated in Contractor's system such as mapping and location data.

1.8 DATA DOCUMENTATION REQUIREMENTS

Contractor shall deliver the data documentation as defined in this section within ninety (90) days from the execution of the Contract, or at the timeframe determined by the County Program Manager. County reserves the right to modify requirements as necessary upon thirty (30) days' written notification to Contractor. The system shall be developed in conjunction with and approved by the County Program Manager.

All Contractor documentation must be produced using software compatible with Microsoft Office Suite 2010 and produced in electronic and hardcopy formats.

Contractor must provide comprehensive functional and user documentation, including:

- 1.8.1 Comprehensive User Operating Instructions, customized to Probation's user environment;
- 1.8.2 System Screen Flow Diagrams;
- 1.8.3 Glossary of system terms & acronyms;
- 1.8.4 User documentation;
- 1.8.5 Available Reports and associated Report Descriptions; and
- 1.8.6 Documentation for each screen.

The documentation must be presented in the following format:

- 1.8.7 Five (5) complete hard copy sets with license to reproduce for County's exclusive usage; and
- 1.8.8 An electronic copy both in Adobe PDF format and in Microsoft format with license to revise and distribute for County's exclusive purpose.

1.9 DATA SUPPORT REQUIREMENTS

Contractor must provide ongoing technical support to County, for technical issues, system enhancements and upgrades.

- 1.9.1 Contractor shall ensure that solutions are customized to meet County's business and technical requirements.

1.9.2 Contractor shall fully test solutions to ensure that the design is functional, stable and free of defects.

1.9.3 Contractor shall fully test and integrate solutions with all required system.

1.10 DATA CENTER REQUIREMENTS

1.10.1 Contractor shall store participant location and alert information in a Data Center and redundant secure secondary Data Center at least two hundred (200) miles apart.

1.10.2 Data Centers shall have multiple physical security features.

1.10.3 Data Centers shall have ventilation and temperature control adequate to ensure proper functions of the hardware.

1.10.4 Data Centers shall have uninterruptible power supply.

1.10.5 The Data Center system shall provide for one hundred (100) percent redundancy to avoid excessive downtime due to hardware or software issues. In the event of data disruption, the secondary data center must be activated and fully functional within sixty (60) minutes of initial system failure.

1.11 DATA ACCESS/STORAGE REQUIREMENTS

1.11.1 Contractor shall maintain and make available to County unaltered recorded data of participant location information and violations, accessible in original form. Records shall be protected from unauthorized access and computerized records shall have appropriate safeguards.

1.11.2 Contractor shall provide affidavit and/or expert witness testimony for prosecution of violations based on CEMS data in court proceedings, violation hearings, or any other proceeding, as needed, at no additional cost to County. The affidavit and/or testimony shall address accuracy by a statement of certification of accuracy.

1.11.3 Contractor shall not release or reveal any data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data to any entity without a legal subpoena or prior written approval from the County Program Manager.

- 1.11.4 All records (automated, electronic or hard copy files that contain any data or information pertaining to the County's GPS Program, including, but not limited to, participant information, system performance, complaints, invoices, technical advice and/or enhancements, system problems and any written documentation on performance or compliance issues and any meeting notes where County and Contractor met) remain the property of County and shall be returned within thirty (30) days in the event the Contract is terminated or expires at no additional cost to County.
 - 1.11.5 Data shall be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by County.
 - 1.11.6 Contractor shall submit written policies and procedures for removal, storage, and destruction of all documents and data files, prior to the removal, storage or destruction of said documents for County's review and approval. A list of all documents being considered for removal or destruction shall be submitted to County for approval prior to removal or destruction.
 - 1.11.7 The storage of any documentation evidencing criminal activity shall be maintained in accordance with all applicable federal and state laws, in a manner and for the duration mutually agreed upon by Contractor and County. Contractor shall be responsible for providing a policy for approval by County within fourteen (14) days after the execution of this Contract.
- 1.12 LOCAL LAW ENFORCEMENT CRIME SCENE INCIDENT DATA COLLECTION REQUIREMENTS
- 1.12.1 The software shall have the capability to query participant locations based on date, time and proximity to crime scene locations.
 - 1.12.2 Contractor shall assist in establishing local law enforcement stakeholders for the purpose of attaining crime and incident report data for GPS crime scene correlation purposes.
 - 1.12.3 Contractor shall provide and maintain interface capabilities with local law enforcement agency data systems, including, but not limited to, dispatch systems and record management systems, to collect and download crime and incident report data on a daily basis.

- 1.12.4 Contractor shall provide all software and hardware system requirements necessary for the complete operation of GPS tracking of participants, the collection of crime and incident data, and the crime scene correlation component.
- 1.12.5 Contractor shall ensure that all modalities of information transferred between local law enforcement stakeholders and Contractor contain and adhere to the highest degree of industry standards for security and confidentiality.
- 1.12.6 Contractor shall provide all required access to its secure Central Information System to authorized County staff, DPOs, and local law enforcement agency stakeholders authorized to participate in the GPS Program. System access shall only be provided to those persons who have written authorization from the County Program Manager.
- 1.12.7 Contractor shall ensure that no probation data can be accessed by any other agency when it is viewing any data or crime scene correlation without authorized consent of the County Program Manager.

1.13 CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

- 1.13.1 All crime scene correlation services shall be provided at no additional cost to County and approved law enforcement other than the per day, per activated device rate as set forth in the terms of this Contract.
- 1.13.2 The software shall have a crime scene correlation mapping component that correlates crime and incident report data collected from local law enforcement agency stakeholders and associates the crime data with the tracking data of participants.
- 1.13.3 Crime scene correlation mapping reports shall be generated on a daily basis with standard reports generated each scheduled work day in accordance with County specifications. This requirement is held in abeyance until such time as the appropriate/necessary information technology infrastructure is in place. Until such time automated interfaces are in place. Contractor shall provide crime scene correlation mapping reports based upon the County identifying and supplying specific dates, times, and location.
- 1.13.4 Crime scene correlation mapping shall be available on a near "real time" basis immediately upon request and notification by the County.

- 1.13.5 Crime scene correlation mapping analysis shall identify when participants on GPS tracking were in the vicinity of a crime. Mapping analysis shall also provide simultaneous locations for all participants assigned to GPS tracking in relation to the location, date and time of the crime and the speed and direction of the participant's travel.
- 1.13.6 Crime scene correlation maps shall be easy to navigate both forward and backwards in time for an accurate depiction of a participant's position relative to criminal activity. Mapping information shall include participant's time in each area, speed, and direction of travel to allow for rapid investigative crime analysis.
- 1.13.7 All crime scene correlation mapping services shall be provided at no additional cost to County and approved law enforcement agencies other than the per-day, per activated device rate as set forth in the terms of this CONTRACT.

1.14 TRAINING AND CONSULTATION REQUIREMENTS

- 1.14.1 Contractor shall provide comprehensive initial orientation training. Contractor shall develop and provide on-site ongoing training for County staff on the operational use of the system and the use of all associated equipment and services. Any request for initial orientation or subsequent training of County staff shall occur within forty-eight (48) hours of a request, as specified by County. All training curriculum must be approved by the County Program Manager and becomes the property of the County upon approval. County reserves the right to develop, change, add, modify, or eliminate components of the training curriculum as deemed necessary.
- 1.14.2 Contractor shall provide all materials and equipment necessary to perform training sessions. All training manuals must be hard copies, color print, user friendly, and kept up to date with the most current protocols. Training manuals shall be provided to each staff during training and also upon the request of the County Program Manager or designee. All training manuals and all associated training materials shall be provided at no cost to County or law enforcement agencies approved by the County Program Manager.
- 1.14.3 Contractor shall provide additional web-based seminar or similar web-based online training as specified by County. This training shall cover system, software and hardware updates after initial

orientation. Online references or prerecorded training videos or the like shall not constitute webinar or similar web-based online training under this section unless authorized in writing by the County Program Manager. All online training curriculums shall be approved by the County Program Manager.

- 1.14.4 Contractor shall provide crime scene correlation mapping analysis trainings on an ongoing basis, as needed and as specified by County. This training shall be performed at designated locations with approval by the County Program Manager, or designee.

2.0 SPECIFIC TASKS

2.1 GLOBAL POSITIONING SYSTEM MONITORING PROGRAM

Contractor shall provide services necessary to operate a Global Positioning System Monitoring Program (GPSMP) for participants including, but not limited to, sex offenders; domestic violence/stalking offenders, identified and validated gang members and associates; violent offenders; offenders involved in major crimes as identified by local law enforcement; public interest/high notoriety cases; and any court ordered cases (GPSMP participant or participant).

Contractor shall provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Exhibit V (Equipment Requirements) of Exhibit A (Statement of Work Exhibits). Contractor shall provide the central computer hardware and software necessary for the operation and continuous monitoring of the GPS tracking and data storage. County currently has approximately three hundred (300) participants in GPSMP.

- 2.1.1 Contractor shall supply one-piece GPS tracking devices and will be responsible for providing, at a minimum, the following services:

- 2.1.1.1 Monitor, track, collect and record, in a central information software system, all movement and location data of GPSMP participants assigned to GPS tracking on a twenty-four (24) hour continuous basis.

- 2.1.1.2 Provide daily reports of each GPSMP participant's GPS tracking activities, including technical violations, to the GPSMP participant's DPO and unit supervisors (via telephone call, text message, and/or email as specified by

the County) for all GPSMP participants assigned to GPS monitoring.

- 2.1.1.3 Provide immediate alert notification to the GPSMP participant's DPO and to the GPSMP participant (via telephone call, text message, and/or email as specified by the County) from Contractor's monitoring service center personnel twenty-four (24) hours per day, including, but not limited to, inclusion zone violations, tamper violations, no GPS notifications, lost cellular communication, and low/critical or shutdown battery notifications.
 - 2.1.1.4 Provide unlimited access to the most up-to-date maps available with most current graphics, aerial photography capabilities, and the flexibility to update maps with public places of interest icon references, including, but not limited to, schools, day-care centers, parks, or other areas of interest specific to each geographical area.
 - 2.1.1.5 Provide County and County-approved local law enforcement agencies unlimited use of the system software and database for instant access to the most recent near real-time location of the GPSMP Participant.
 - 2.1.1.6 Provide near real-time, user-friendly unlimited access to the data, allowing County staff and local law enforcement agencies, as approved by County, to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of GPSMP participants assigned to GPS tracking
 - 2.1.1.7 County shall have the ability to query, through a secured web-based software system, Contractor software and all devices assigned to the County. At a minimum the information should include the device number, status of device (operational or inactive) assigned location, GPSMP participant's name.
- 2.1.2 GPS services shall be fully supported by monitoring services on a continuous basis and Contractor shall provide all systems and equipment required for the service delivery including, but not limited to, the following:
- 2.1.2.1 A software system with a secure database to monitor GPSMP participant activity;

2.1.2.2 All monitoring devices to communicate location data to Contractor's central information software system; and

2.1.2.3 All labor, materials, equipment, accessories and consumables necessary to perform GPS tracking on a continuous basis.

2.1.3 PROBATION INVENTORY REQUIREMENTS

2.1.3.1 County shall determine the number of tracking devices, consumables, and installation equipment that shall be kept in inventory at each County office.

2.1.3.2 Contractor shall continually provide and maintain a backup/replacement inventory equal to or exceeding 25 percent of the actual number of GPS devices in use in each County office for the preceding month.

2.1.3.3 In the event of any monitoring device failure, County shall replace the equipment from the backup/replacement inventory maintained at the assigned County office.

2.1.3.4 All devices in transit and/or pending delivery are not considered a part of County inventory. There shall be no limit on the number of GPS devices kept in County inventory, and all GPS devices in County possession shall be fully operable at all times while in inventory.

2.1.3.5 County shall not pay Contractor an inventory fee, storage fee, installation equipment fee or any other fee related to inventory devices and equipment. County shall only be obligated to pay the per day, per activated device rate.

2.1.4 ONGOING DEMONSTRATION/TESTING OF EQUIPMENT REQUIREMENT

Contractor shall provide County unlimited use of two (2) fully operational devices for demonstration and/or test purposes. These devices shall not be part of the backup/replacement inventory, shall not count toward the per-day, per activated device rate, and shall be provided at no additional cost. The devices may be demonstrated/tested at the discretion of the County Program

Manager. At the end of Contract, the two (2) devices shall be returned to Contractor.

2.1.4.1 Contractor shall not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data to any entity, without a legal subpoena or prior written approval from County Program Manager.

2.1.4.2 All records (automated, electronic or hard copy files) remain the property of County and shall be returned within thirty (30) days in the event the Contract is terminated or expired.

2.1.4.3 Data shall be recorded with a historical transaction record and centrally stored/archived for retrieval/backup in a database, and made available when requested by County.

2.1.4.4 Contractor shall submit written policies and procedures for removal, storage, and destruction of documents or data files that contain any data or information pertaining to the County's GPS Program including, but not limited to, participant information, system performance, complaints, invoices, technical advice and/or enhancements, system problems and any written documentation on performance or compliance issues and any meeting notes where County and Contractor met prior to the removal, storage or destruction of said documents for County's review and approval. A list of all documents being considered for removal or destruction shall be submitted to County for approval prior to removal or destruction.

2.1.4.5 The storage of any documentation evidencing criminal activity shall be maintained in accordance with all applicable Federal and State laws, in a manner and for the duration mutually agreed upon by Contractor and County. Contractor shall be responsible for providing a policy for approval by County within fourteen (14) days after the execution of this Contract. Contractor shall abide by County's network security policy and procedures, Exhibit W (Information Security and Privacy Requirements) of Exhibit A (Statement of Work Exhibits).

- 2.1.4.6 Provide appropriate staff to be available, at no cost to the County, to testify regarding a GPSMP participant, if required in any judicial proceeding.

2.2 JUVENILE ELECTRONIC MONITORING PROGRAM

Contractor shall provide services necessary to operate a Juvenile Electronic Monitoring Program (JEMP) for specified participants housed at the County Probation Juvenile Halls.

Contractor shall provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Exhibit V (Equipment Requirements) of Exhibit A (Statement of Work Exhibits). Contractor shall provide the central computer hardware and software necessary for the operation and continuous monitoring of the GPS tracking and data storage. County currently has approximately five hundred (500) participants in JEMP.

Devices for JEMP participants shall be installed at the homes of JEMP participants and at the following Probation locations:

**Barry J. Nidorf Juvenile Hall
16350 Filbert Street
Sylmar, CA 91342**

**Los Padrinos Juvenile Hall
7285 Quill Drive
Downey, CA 90010**

**Central Juvenile Hall
1605 Eastlake Avenue
Los Angeles, CA 90033**

2.2.1 INSTALLATION

- 2.2.1.1 Contractor shall provide installation and removal services from 8:00 a.m. through 8:00 p.m., Monday through Friday. In addition, Contractor shall provide extended hours for installation and removal services on Saturdays and Sundays at Los Padrinos Juvenile Hall between 8:00 a.m. and 5:00 p.m. Installation shall occur within twenty-four (24) hours of notification by the County.

- 2.2.1.2 Installation by Contractor shall consist of strapping the device to the JEMP participant's ankle. Subcontracting will be considered and/or allowed for this requirement of the service only.

- 2.2.1.3 For JEMP CRF switchable devices, Contractor shall submit a proposal for the additional costs associated with providing installation and removal services where the device shall be installed within twenty-four (24) hours of notification, by the Contractor at the locations specified.
 - 2.2.1.4 Providing repair and/or replacement of equipment within twenty-four (24) hours of discovery or notification of a malfunction.
 - 2.2.1.5 The installation of the JEMP devices may be subcontracted. Contractor shall ensure that all applicable conditions of employment are in place including, but not limited to, background clearance for all Subcontractors.
- 2.2.2 Contractor shall supply one-piece GPS tracking devices and will be responsible for providing, at a minimum, the following services:
- 2.2.2.1 Monitor, track, collect and record, in a software system, all movement and location data of JEMP participants assigned to GPS tracking, on a twenty-four (24) hour continuous basis.
 - 2.2.2.2 Provide daily reports of each JEMP participant's GPS and CRF tracking activities, including technical violations, to the JEMP participant's DPO and unit supervisors (via telephone call, text message, and/or e-mail as specified by County) for all JEMP participants assigned to GPS and CRF monitoring.
 - 2.2.2.3 Provide immediate alert notification to the JEMP participant's DPO and to the JEMP participant (via telephone, call text message, and/or e-mail as specified by County) from Contractor's monitoring service center personnel twenty-four (24) hours per day, including, but not limited to, inclusion zone violations, tamper violations, no GPS notifications, lost cellular communication, and low/critical or shutdown battery notifications.
 - 2.2.2.4 Provide unlimited access to the most up-to-date maps available with most current graphics, aerial photography capabilities, and the flexibility to update maps with public places of interest icon references, including, but not limited to, schools, day-care centers, parks, or other areas of interest specific to each geographical area.

- 2.2.2.5 Provide County and County-approved local law enforcement agencies unlimited use of the software and database for instant access to the most recent near real-time location of the JEMP participants.
 - 2.2.2.6 Provide near real-time, user-friendly unlimited access to the data, allowing County staff and local law enforcement agencies, as approved by County, to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of JEMP participants assigned to GPS tracking.
 - 2.2.2.7 Provide the central computer hardware and software necessary for the operation of twenty-four (24) hours per day of continuous monitoring of the GPS tracking and data storage, including HMU (Home Monitoring Unit) data related to home detention.
 - 2.2.2.8 County shall have the ability to query, through a secured web-based system, Contractor software and all devices assigned to the County. At a minimum the information should include the device number, status of device (operational or inactive) assigned location, and JEMP participant's name.
- 2.2.3 GPS services shall be fully supported by monitoring services on a continuous basis and Contractor shall provide all systems and equipment required for the service delivery including, but not limited to the following:
- 2.2.3.1 A system with a secure database to monitor JEMP participant activity.
 - 2.2.3.2 All monitoring devices to communicate location data to Contractor's central information software system.
 - 2.2.3.3 All labor, materials, equipment, accessories and consumables necessary to perform GPS tracking on a continuous basis.
 - 2.2.3.4 Providing appropriate staff to be available, at no cost to the County, to testify regarding a JEMP participant, if required in any judicial proceeding.

2.3 ADULT ELECTRONIC MONITORING PROGRAM

The Contractor shall compensate County a non-refundable fee per assessment as listed in the Contract, Subparagraph 5.6, Adult Electronic Monitoring Program Contract Payments. The County reserves the right to review and adjust the fee amount on an annual basis.

Contractor shall provide services to operate an Adult Electronic Monitoring Program (Adult EMP) to assist in the supervision and tracking of participants that may be placed in Adult EMP including breath and alcohol testing, civil contempt or family law referrals, Los Angeles County Sheriff's Department (LASD) referrals, court ordered misdemeanor or felony pre-conviction, and court ordered misdemeanor or felony post-conviction (Adult EMP participants). The services shall include orientation, enrollment, installation consultation and support services for program participants.

This program is part of an alternative to custody to either alleviate bed space in county jail or as support to the courts in criminal or civil matters. All participants shall be supervised by Contractor.

Contractor shall provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Exhibit V (Equipment Requirements) of Exhibit A (Statement of Work Exhibits). County currently has approximately three hundred (300) participants in Adult EMP.

- 2.3.1 Contractor shall provide installation and removal of all electronic monitoring equipment within established time frames as specified by County.
- 2.3.2 Contractor shall monitor and document the activities of the Adult EMP participants on a continuous basis to determine if they are in compliance with all conditions of the sentencing court and/or Adult EMP requirements.
- 2.3.3 Contractor shall notify County and appropriate authorities through standardized reports of an Adult EMP participant's compliance to these requirements within established time frames, as described throughout this section.
- 2.3.4 Contractor shall maintain complete and accurate records relating to Adult EMP participants' compliance to orders of the court and Adult EMP requirements, as well as issuance, replacement and maintenance of equipment.

- 2.3.5 Contractor shall maintain complete and accurate financial records relating to Contractor's Adult EMP operational income and expenses and Adult EMP participants' financial assessments and payment information.
- 2.3.6 Contractor shall provide a sufficient number of branch offices located in various geographic locations within the County of Los Angeles. Due to the geographic size of the County, Contractor shall provide a minimum of four (4) branch offices, with at least one (1) located in the North, South, East and West region of the County, respectively. All such offices must be located at least two hundred fifty (250) yards from any residential area, park, school, or other area or structure where children are reasonably likely to congregate. County may agree to a lower number of offices based on their geographical location and Contractor's overall demonstrated ability to provide the required services from the proposed locations.
- 2.3.7 County reserves the right to review and approve all publications and advertisements regarding Contractor's Adult EMP prior to release in accordance with Section 8.37 (Publicity) of the Contract.
- 2.3.8 Contractor shall comply with the guidelines and standards of the County's EMP Operational Procedures Manual (Manual), Exhibit Y of Exhibit A (Statement of Work Exhibits). The Manual may be updated based on County needs.
- 2.3.9 Contractor shall provide a sliding fee scale for GPS, CRF and RF with a quantifiable methodology for determining the participant daily fees based on the participant's ability to pay. The sliding fee scale must include provisions for providing service to indigent offenders.
- 2.3.10 Contractor shall provide a calculation of the daily fee amount to be paid by a participant for each of the income levels listed below. Contractor shall calculate the daily fee based on 0, 2, and 4 dependents, and a sentence of one hundred eighty (180) days on the program.
- 2.3.10.1 A participant who has an income of \$8.00 per hour
- 2.3.10.2 A participant who has a gross income of \$30,000 per year
- 2.3.10.3 A participant who earns in excess of \$50,000 per year

2.3.11 Contractor shall calculate the daily fee based on one dependent, and a sentence of one hundred eighty (180) days on the program for a participant who receives CalWorks benefits in the amount of \$525.00 a month.

2.3.12 In addition to the daily monitoring fee, the Contractor may only attempt to recover the following administrative fees from program participants:

2.3.12.1 An enrollment fee of fifty-seven dollars (\$57.00);

2.3.12.2 A change of address fee of thirty dollars (\$30.00);

2.3.12.3 A minimum fee for twenty (20) days based on participant's ability to pay after fee assessment process if less than twenty (20) days of electronic monitoring is ordered;

2.3.12.4 An equipment repair or replacement fee for damaged or lost equipment caused by program participants. Participants shall not be charged more than the actual repair or replacement cost as determined by invoice or manufacturer's price list furnished to the County by the Contractor; and

2.3.12.5 A residential based breath alcohol testing device fee of three dollars (\$3.00) per day if ordered in conjunction with electronic monitoring; six dollars (\$6.00) per day if only breath alcohol testing is ordered. An additional daily cell fee of one dollar (\$1.00) for a cellular unit.

2.3.13 Referral and Assessment Process

2.3.13.1 Participants are identified for Adult EMP by Probation, LASD, or the Courts. Identified participants may be handicapped, have medical restrictions, and/or caretakers of others.

2.3.13.2 Probation's Pretrial Services Division (PPSD) conducts a suitability assessment of identified participants prior to enrollment in Adult EMP. Each suitability assessment will consist of an interview; address verification; criminal record analysis, and completion of a validated risk assessment. PPCSD will notify the Court, LASD and Contractor of the suitability assessment findings.

- 2.3.13.3 Each assessment will result in a classification finding of suitable, unsuitable or ineligible. A suitable assessment is defined as a participant who receives a low, medium or high risk score, and meets the program's eligibility requirements.
- 2.3.13.4 An unsuitable assessment is defined as an individual whose risk score indicates a history of violence, threat to public safety or other unfavorable factors and whose risk score exceeds the established high risk threshold. An ineligible assessment is defined as an individual who is disqualified from Adult EMP for not meeting the minimum eligibility requirements.
- 2.3.14 Contractor shall provide Adult EMP participants with written program rules, regulations, participant complaint procedures, fee adjustment procedures, and equipment instructions at the time of enrollment.
- 2.3.15 Contractor shall obtain Adult EMP participant's written consent to participate in the program and to comply with the rules and regulations of the program at the time of enrollment.
- 2.3.16 Contractor shall complete financial assessment forms during Adult EMP orientation to determine participant's ability to pay the daily program fee utilizing a sliding fee scale and providing the participant with written procedures for fee reduction requests. Contractor shall not deny participation to any person based on inability to pay the daily program fee.
- 2.3.17 Contractor shall obtain participant's signature on a fee contract form once a payment contract has been determined.
- 2.3.18 Contractor may terminate Adult EMP participant as outlined in the Manual, if an Adult EMP participant willfully fails to pay program fees after signing a fee Contract and has not requested a fee reduction evaluation.
- 2.3.19 Contractor shall establish and maintain Adult EMP participant's case files in compliance with the Manual. All case files shall remain under the jurisdiction of Probation.
- 2.3.20 Contractor shall assign and install active monitoring equipment, utilizing a random contact back-up system, to all Adult EMP participants within established time frames.

- 2.3.21 Contractor's case manager shall meet in person with participants that have been assessed by Probation as specified in the Manual.
- 2.3.22 Contractor shall monitor Adult EMP participant's adherence to Adult EMP rules and regulations and report compliance to County and appropriate authorities as described in the Manual.
- 2.3.23 Contractor shall track and report Adult EMP participant's adherence to orders of the court or program guidelines.
- 2.3.24 Contractor shall provide statistical data as described in the Manual.
- 2.3.25 Contractor shall repair and/or replace equipment within twenty-four (24) hours of discovery of a malfunction. Approved procedures must be followed to monitor Adult EMP participant during period of time equipment is not functioning properly.
- 2.3.26 Contractor shall provide an immediate, documented telephone call to participant in response to tamper alerts. After the initial telephone call, Contractor shall place telephone calls to the participant every two (2) hours until tamper alert is reset or transmitter replaced. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alert. Equipment replacements, repairs, resets, and telephone calls must be documented.
- 2.3.27 Contractor shall verify all departures to and from the participant's place of confinement.
- 2.3.28 Contractor shall notify the County and designated authorities of the probable violation of Adult EMP conditions within the time limits established by the County.
- 2.3.29 Contractor's Adult EMP equipment and services shall include the following:
 - 2.3.29.1 All monitoring activity from Adult EMP equipment at participant's residence shall be reported to Contractor's monitoring center through a toll free telephone line.
 - 2.3.29.2 Monitoring software must be password protected.

- 2.3.29.3 Monitoring software must have flexible curfew scheduling capability.
- 2.3.29.4 Monitoring software must provide for twenty-four (24) hour pager alert for branch managers.
- 2.3.29.5 Monitoring software must provide expansion capability and internet access.
- 2.3.29.6 Monitoring software must provide custom event printouts.
- 2.3.29.7 Monitoring software must be set to perform an automatic monitor check-in with the field-monitoring device a maximum of every four (4) hours. If check-in is not received within five (5) hours, a documented monitoring response is required by Contractor.
- 2.3.30 Contractor shall develop written policy and procedures that specify the methods used for the receiving, safeguarding, disbursing, and recording of funds. Contractor's accounting procedures must minimize loss, mismanagement, and theft and must provide documentation sufficient for County to conduct a forensic audit of the program.
- 2.3.31 Contractor shall maintain complete and accurate records regarding:
 - 2.3.31.1 Contractor program expense and income information
 - 2.3.31.2 Participant orientation, enrollment and financial assessment and payment information
 - 2.3.31.3 Participant's compliance
 - 2.3.31.4 Staff training
 - 2.3.31.5 Assignment, Installation, Replacement, and removal of participant's electronic monitoring equipment
- 2.3.32 Contractor shall provide a computerized electronic monitoring equipment inventory and maintenance service for each piece of equipment used within this program, including all repairs and/or replaced equipment.

- 2.3.33 Contractor shall provide access, at any time, for County to inspect records, offices or facilities being maintained in conjunction with this program.
- 2.3.34 Contractor shall provide other services found to be necessary relating to the operation of an Adult EMP, including but not limited to, random contact monitoring equipment and approved breath alcohol testing devices, either separately, or in conjunction with electronic monitoring.
- 2.3.35 Contractor shall establish procedures to document the receipt and resolution of participant's disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by Contractor will be referred to the County for mediation.
- 2.3.36 Contractor shall investigate and respond to County in writing within five (5) business days from receipt of complaint by County. The response shall include a statement of the facts, whether the allegation is true or false, corrective action taken or planned, if applicable, and controls to prevent reoccurrence of the problem.
- 2.3.37 Contractor shall be available for County on-site inspections and audits to review and monitor all program components, including, but not limited to, participant case files, monitoring records, and other records to ensure Contractor compliance to Contract provisions.
- 2.3.38 Contractor shall provide appropriate staff to be available, at no cost to the County, to testify regarding an Adult EMP participant if required in any judicial proceeding.

2.4 IMPLEMENTATION SERVICES

Contractor shall provide a description of the methodology, including all applicable tasks and deliverables, for implementing the Comprehensive Electronic Monitoring Services (CEMS), including monitoring center and monitoring services implementation, which shall meet all of the requirements set forth in Exhibit X (CEMS Implementation Requirements) to Exhibit A (Statement of Work Exhibits) of the RFP. Among others such CEMS implementation tasks and deliverables shall, to the extent applicable, address CEMS center set up, data conversion and migration, CEMS software and interfaces (if any), implementation of CEMS system acceptance testing and transition into operational CEMS environment.

Contractor shall correct any and all deficiencies in the CEMS implementation services before County's acceptance and approval of such services and payment by County to Contractor for any services under the resultant Contract.

3.0 QUALITY CONTROL PLAN

Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the proposal. Prior to the Contract, an updated copy must be provided to the County Program Manager within two (2) weeks of the Contract start date and as changes occur. The original plan and any future amendments are subject to County review and approval and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit U (Performance Requirements Summary Chart) of Exhibit A (Statement of Work Exhibits). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 3.4 The methods for ensuring uninterrupted service to County in the event of a strike of County's or Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in Contractor being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records, and other protected information are maintained while in the care of Contractor's employees.
- 3.6 The methods for maintaining security of records and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing

Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

County will evaluate Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) of Exhibit A (Statement of Work Exhibits) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract.

4.1 Performance Evaluation Meetings

County's Program Manager may meet weekly with Contractor's Project Director during the first three (3) months of the Contract if County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by County.

4.3 County shall have the right to remove any Contractor personnel performing services under this Contract who is unsatisfactory in the opinion of County's Program Manager. Contractor personnel will be removed and replaced by Contractor within twenty-four (24) hours when requested to do so by County's Contract Manager.

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit S (Contract Discrepancy Report) of Exhibit A (Statement of Work Exhibits). Upon receipt of this document, Contractor is required to respond in writing to County's Program Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor shall

submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

5.0 DEFINITIONS

- 5.1 Business Day - Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including any County holidays.
- 5.2 Contract Discrepancy Report (CDR) - A report prepared by County's Quality Assurance Evaluator to inform Contractor of faulty service. The CDR requires a response from Contractor explaining the problem and outlining the remedial action being taken to resolve the problem within ten (10) business days after receipt of the CDR.
- 5.3 Contract Start Date - The date Contractor begins work in accordance with the terms of the Contract.
- 5.4 Contractor's Project Director - Person designated by Contractor to administer the Contract operations after the Contract award.
- 5.5 County's Contract Manager - Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor - Person designated by County to monitor the Contract and provide reports to County's Contract Manager and County's Program Manager.
- 5.7 County's Program Manager - Person designated by County to manage the daily operations under this Contract.
- 5.8 Liquidated Damages - The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or deficiencies in performance.
- 5.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by County to ensure contract performance standards are met by Contractor as referred to in Exhibit U (Performance Requirements Summary Chart) of Exhibit A (Statement of Work Exhibits).
- 5.10 Records - Personal and social history, including criminal information of adult/juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed

with, or disclosed to, unauthorized persons as defined by the County of Los Angeles Probation Department.

- 5.11 Quality Control Plan - All necessary measures taken by Contractor to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Exhibit U (Performance Requirements Summary Chart) of Exhibit A (Statement of Work Exhibits).

6.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract according to Paragraph 6.0 (Administration of Contract - County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Paragraph 8.1 (Amendments) of the Contract.

CONTRACTOR

6.2 Contractor's Project Director

- 6.2.1 Contractor shall provide its own full time officer or employee as Contractor's Project Director and identify that person in the proposal. The Contractor's Project Director or an approved alternate shall be assigned locally and available for telephone contact 24 hours a day, Monday through Sunday, including all County holidays. The Contractor's Project Director shall provide overall management and coordination of the Contract services on Contractor's behalf, and shall act as the central point of contact with County.

- 6.2.2 When Contract work is being performed at times other than described above or when the Contractor's Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible individual shall be designated to act for Contractor's Project Director.
- 6.2.3 The Contractor's Project Director shall have a minimum of three (3) years of experience within the last five (5) years in the management and operation of electronic monitoring services or similar scope and is a current employee of the agency.
- 6.2.4 The Contractor's Project Director/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 6.2.5 The Contractor's Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by County to discuss problem areas.
- 6.2.6 County shall have the right of review and approval of the Contractor's Project Director. County shall have the right of removal of the Contractor's Project Director and any replacement recommended by Contractor.

6.3 Contractor Personnel

- 6.3.1 Contractor shall be responsible for providing competent staff to fulfill the Contract. County shall have the right to review and approve potential staff prior to their performing services under this Contract.
- 6.3.2 Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for County employees having access to confidential Criminal Offender Record Information (CORI) **Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is provided at Exhibit T (Confidentiality CORI Information) of Exhibit A (Statement of Work Exhibits).

- 6.3.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.3.4 County reserves the right to preclude Contractor staff from performing services under this Contract. Contractor shall be responsible for immediately removing and replacing any employee from work on this Contract within twenty-four (24) hours after it is requested to do so by County's Program Manager.
- 6.3.5 County reserves the right to have County's Program Manager or a designated alternate, interview any or all prospective employees of Contractor.
- 6.3.6 Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.
- 6.3.7 Contractor shall have alternate staff that have successfully passed background clearances pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract.

6.3.8 CONTRACTOR STAFFING LEVEL REQUIREMENTS AND QUALIFICATIONS

- 6.3.8.1 Contractor shall provide training annually, for all Contractor staff working in the monitoring center to ensure that they have sufficient knowledge regarding the system to allow them to effectively respond to questions and to fully utilize the system and equipment. Contractor shall provide at least forty (40) hours of training before authorized to provide services. Additionally, Contractor shall liaison with, and shall maintain a good working relationship with the judiciary, law enforcement, criminal justice system, County staff and the community.
- 6.3.8.2 Contractor shall provide a substitute for terminated personnel that are deemed critical by the County in meeting acceptable performance per the contract and where the Contractor has been notified of the critical nature of the specific position by the County and/or positions that are contractually specified positions within forty-eight (48) hours. The noted vacant position shall be filled with a permanent employee within thirty (30) days.

6.3.8.3 Contractor shall provide quality improvement training to their staff and conduct quarterly assurance activities to ensure the data entered in the software is accurate.

6.3.8.4 Contractor shall develop written operational procedures specific to County's Comprehensive Electronic Monitoring Services for reference by their staff.

6.4 Contractor Furnished Items

6.4.1 Contractor shall provide all personnel and supplies necessary to perform all services required by the Statement of Work.

6.5 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.**

6.6 Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Contract.

7.0 HOURS/DAYS OF WORK

Contractor shall be required to provide Comprehensive Electronic Monitoring Services on a twenty-four (24) hours continuous basis.

8.0 UNSCHEDULED WORK

If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined

in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 9.2 A standard level of performance will be required of Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) of Exhibit A (Statement of Work Exhibits) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. County will evaluate Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) of Exhibit A (Statement of Work Exhibits) or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of Contractor to achieve this standard can result in an assessment of liquidated damages against Contractor's monthly payment as determined by County.
- 9.3 When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:
 - 9.3.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 9.3.2 Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.
 - 9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
 - 9.3.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Subparagraph does not limit County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

PRICING SHEET

PAGE 1 OF 3

**Global Positioning System Monitoring Program
And
Juvenile Electronic Monitoring Program**

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING CELLULAR RADIO FREQUENCY (CRF)/RADIO FREQUENCY (RF), AS FOLLOWS:

1. Monitoring and support services only

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

2. Monitoring and support services including installation and removal

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING RADIO FREQUENCY (RF), AS FOLLOWS:

1. Monitoring and support services only

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

PRICING SHEET**PAGE 2 OF 3****2. Monitoring and support services including installation and removal**

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS – PASSIVE, AS FOLLOWS:

1. Monitoring and support services only

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

2. Monitoring and support services including installation and removal

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

PRICING SHEET**PAGE 3 OF 3**

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS – INTERMEDIATE, AS FOLLOWS:

1. Monitoring and support services only

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

2. Monitoring and support services including installation and removal

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

I PROPOSE A SLIDING SCALE FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS – CONTINUOUS (ACTIVE), AS FOLLOWS:

1. Monitoring and support services only

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

2. Monitoring and support services including installation and removal

1-50		351-400		701-750	
51-100		401-450		751-800	
101-150		451-500		801-850	
151-200		501-550		851-900	
201-250		551-600		901-950	
251-300		601-650		951-1000	
301-350		651-700		1001-Over	

PRICING SHEET

EXHIBIT B

IMPLEMENTATION SERVICES

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO.**COUNTY PROJECT DIRECTOR:**

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile _____
E-Mail Address: _____

COUNTY CONTRACT ANALYST:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile _____
E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles COUNTY for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to COUNTY Worker's Compensation Division with the Los Angeles COUNTY Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

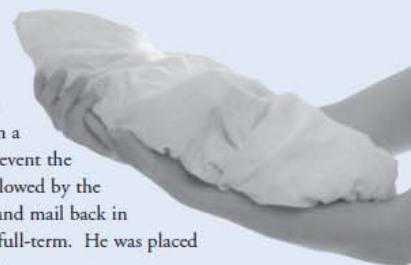
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

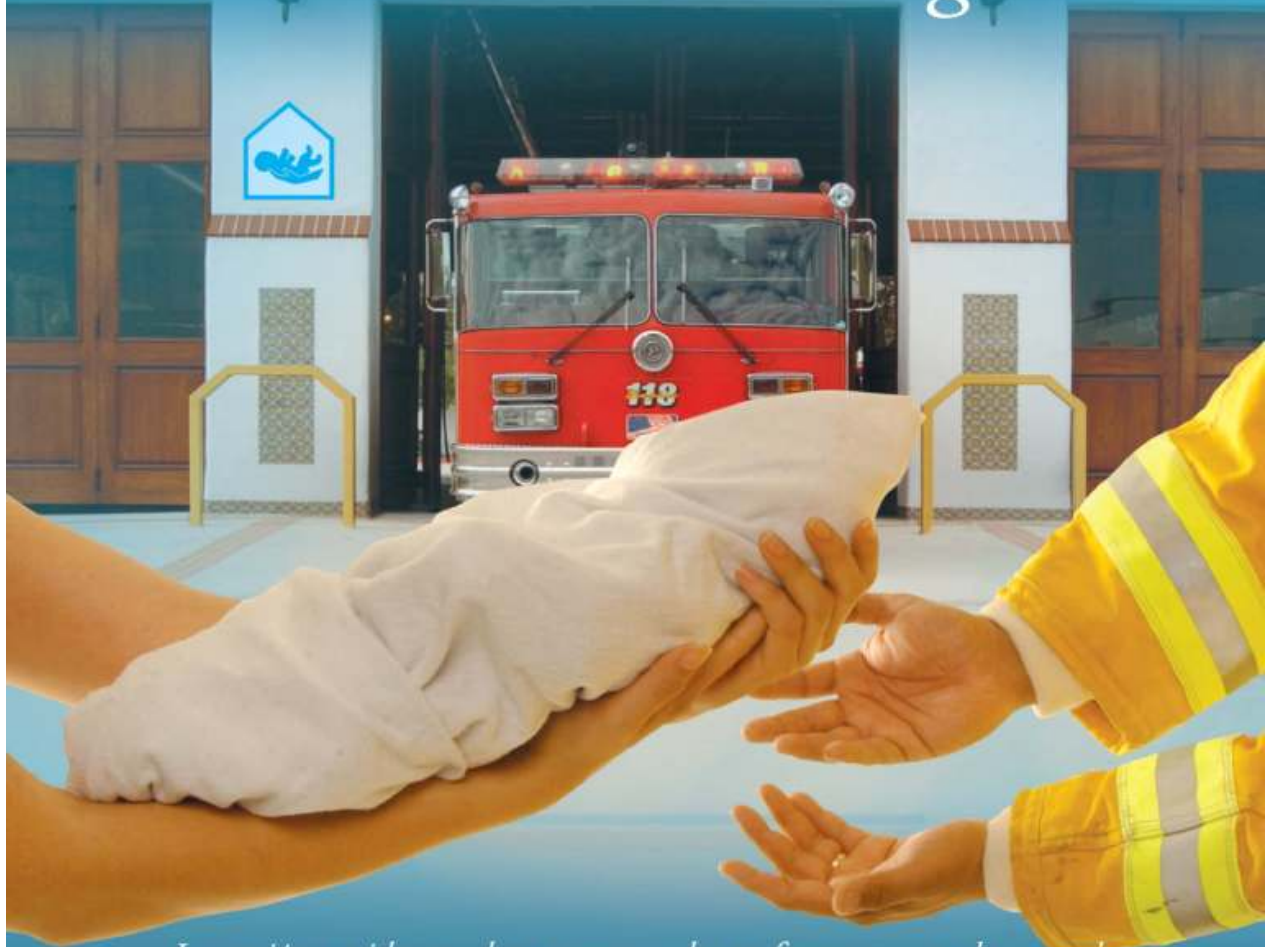
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



INTENTIONALLY OMITTED



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - PERSONNEL SERVICES OFFICE
BACKGROUND REQUEST FORM
(Fax 562- 803-0753)



Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if different) _____

Completed by Requesting Agency				Completed by Central Processing Unit	
Applicant's Name		Applicant's Position	Available Dates & Times	Appointment Date	Appointment Time
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.
2. Please bring valid photo identification. (Example: CA Driver's License, CA Identification Card).

**CONTRACT BACKGROUND
APPLICATION**

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME	FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number			City and Zip Code
4. Since (date)	5. Email Address		6. Telephone
7. Date Residence Established in California and L.A. County			8. BIRTHDATE
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)			10. Expiration Date

11.	Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15 th birthday? (Include any current investigations or pending charges).	yes	_____	No	_____
12.	Do you have any felony convictions within the past ten (10) years?	Yes	_____	No	_____
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes	_____	No	_____
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes	_____	No	_____
15.	Do you have any convictions relating to the use of weapons?	Yes	_____	No	_____
16.	Do you have any convictions or admissions for theft?	Yes	_____	No	_____
17.	Do you have any convictions or admissions for falsification of public records, including employment records?	Yes	_____	No	_____
18.	Have you ever been convicted for crimes against property within the past two (2) years?	Yes	_____	No	_____
19.	Have you ever been convicted for any sex crimes?	Yes	_____	No	_____
20.	Have you ever been convicted for crimes against children?	Yes	_____	No	_____
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes	_____	No	_____
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes	_____	No	_____
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more than one [1] in the past five [5] years?	Yes	_____	No	_____
24.	Do you have any outstanding failures to appear?	Yes	_____	No	_____
25.	Have you been convicted for any hit and run accidents within the past five (5) years?	Yes	_____	No	_____

If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant

Date

29. Check the work function that best describes the type of work you will perform.

Work Function #1

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

Work Function #2

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

Work Function #3

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

Work Function #4

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.)

Work Function #5

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

Work Function #6

Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

Work Function #7

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.)

REVIEWED BY -

SIGNATURE

TITLE

DEPARTMENT

DATE

PLEASE TYPEWRITE OR PRINT IN BLACK INK

L: BdgItForms\Contract Emp Info.doc

Revised 7/2009

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

Chapter 5.09 SEXUAL HARASSMENT POLICY

[5.09.010 Sexual harassment prohibited.](#)

[5.09.020 Sexual harassment defined.](#)

[5.09.030 Responsibilities of county personnel.](#)

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

5.09.030 Responsibilities of county personnel.

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment.

Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;
2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
2. Ensuring that all personnel decisions are made in accordance with this policy; and
3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
3. Investigating employee complaints of sexual harassment when filed with the OAAC;
4. Responding to charges of sexual harassment filed by county employees with State and Federal enforcement agencies; and
5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by Federal or State law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

**Los Angeles County Probation Department
Attn: Contracts & Grants Management Division
9150 E. Imperial Hwy., Rm. B-82
Downey, CA 90242**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a Contract, all Contractors' employees assigned under the Contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the Contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of _____ assigned under the Contract that I **must** receive the above referenced training. I _____ hereby confirm that I have received such training and information on _____, 20_____.

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE:

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

[2.206.010 Findings and declarations.](#)

[2.206.020 Definitions.](#)

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The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services: _____		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by
 Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative _____ Date _____

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative _____ Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative _____ Date _____

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature _____ Date _____

Contractor Representative's Signature _____ Date _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENTS SUMMARY CHART

SERVICE LEVEL REFERENCE	SERVICE LEVEL COMPLIANCE DESCRIPTION	NON-COMPLIANCE DEDUCTIONS/FEEES TO BE ASSESSED
SOW 2.1, 2.2 and 2.3	Contractor shall provide one piece GPS devices that are Radio Frequency (RF) capable along with all software necessary to track offenders as outlined in the SOW	\$100 for each occurrence.
SOW 1.0	CEMS system (System) shall be available 99.96% of the time other than planned downtime. System availability for any month shall be defined as the number of minutes the System is accessible to County Designated users via the web divided by the total number of minutes in the month.	For any month in which System availability is less than 99.96% excluding planned downtime, the following fees shall be assessed. <ul style="list-style-type: none"> Between 98% and 99.95% fee of \$1,000 Between 95% and 98% fee of \$2,000 Between 90% and 95%, fee of \$3,000 Less than 90%, fee of \$5,000
SOW 1.7 and 2.2.2.2	Contractor shall deliver standardized preconfigured reports to the County at agreed upon dates and times. All reports shall also have the ability to be queried and generated through the Contractor's database.	\$100 for each occurrence of a report delivered to the County for each day after the agreed upon day and schedule.
SOW 1.1.1	Telephone technical support is available seven (7) days a week twenty-four (24) hours per day.	\$100 for each occurrence in which technical support is not available via a telephone call.
SOW 2.1.1.3 and 2.2.2.3	County shall be notified within three (3) minutes of an alert due to unauthorized movement of the stationary home monitoring unit.	\$100 for each occurrence of failure to notify County within three (3) minutes of the alert.
SOW 2.1.1.3 and 2.2.2.3	County shall be notified within three (3) minutes of an alert due to location verification failure from GPS lost signal or device communication failure due to cellular transmission loss, unauthorized entry into an exclusion zone, unauthorized absence from an inclusion zone, equipment removal or tampering,	\$1,000 for each occurrence of failure to notify County within three (3) minutes of the alert.
SOW 2.1.1.3 and 2.2.2.3	County shall be notified within three (3) minutes of an alert due to equipment malfunction or low battery condition.	\$100 for each occurrence of failure to notify County within three (3) minutes of the alert.
SOW 2.2.1.1, 2.2.1.4, and 2.3	Contractor shall provide installation, removal, resets and replacement services of all electronic monitoring equipment within established time frames as specified by the County	\$100 for each occurrence beyond the established time frames.

PERFORMANCE REQUIREMENTS SUMMARY CHART

SOW 1.0	Contractor shall notify the County of all probable violations by program participants within the time limits established by the County.	\$100 for each occurrence beyond the established time frames.
Exhibit Y, Introduction	The County will evaluate the Contractor's Contract performance using various quality assurance measurements. Compliance with the Operational Procedures Manual's standards and procedures will be one of those measurements	\$100 for each occurrence.
Contract 7.4.6	Contractor shall reimburse County for criminal record check of Contractor's and Subcontractor's employees.	Up to \$100 per occurrence.

EQUIPMENT REQUIREMENTS**1.0 EQUIPMENT REQUIREMENTS**

Contractor shall provide only equipment that meets the highest levels of ruggedness, durability and performance. The GPS device shall be a one-piece, single body worn device and meet the following minimum requirements:

- 1.1.1 The device shall be currently registered and approved by the Federal Communications Commission (FCC) including accessories/beacons.
- 1.1.2 Contractor shall be the owner and Original Equipment Manufacturer (OEM) of the GPS one-piece tracking device and of the related electronic monitoring tracking software and shall have an ISO 9001 certification.
- 1.1.3 Equipment and systems shall remain the property of Contractor. Contractor shall be responsible for upgrades, maintenance and repair/replacement costs.
- 1.1.4 The device shall have an identification label identifying Contractor and which displays a central telephone number.
- 1.1.5 The device shall be the latest proven reliable technology available and the latest in use from the manufacturer and the current product submitted with the Contract for use.
- 1.1.6 The device shall meet market safety standards and present no health or safety hazards to staff and/or offenders.
- 1.1.7 The device shall not unduly restrict participants' activities. The device shall be enclosed in a sealed hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents. The device shall function reliably under normal environmental conditions.
- 1.1.8 The device shall not have any sharp edges and shall be designed to cause no excessive chafing or bruising.
- 1.1.9 The device shall be small, light, and non-restrictive. The device shall attach around the ankle of the offender and weigh no more than ten (10) ounces for a fully installed device. Fully installed device shall include the weight inclusive of all clips, straps, case with all batteries, as required for a fully functioning active GPS one-piece device installed on a participant.
- 1.1.10 The device shall be waterproof.

EQUIPMENT REQUIREMENTS

- 1.1.11 The device shall be shockproof.
- 1.1.12 The device shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
- 1.1.13 The device shall be marked with the model and/or serial identification numbers and will not change colors or lose labeling after being exposed to common cleaning products.
- 1.1.14 The device shall possess non-erasable program identification.

1.0 EQUIPMENT TRACKING REQUIREMENTS

- 2.1 The device shall at a minimum use GPS and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location.
- 2.2 The device shall track an offender on a twenty-four (24) hour continuous basis, and shall be able to confirm the date, time and location of the tracking event.
- 2.3 The device shall have the ability to convert between Active GPS, and Enhanced Cellular Radio Frequency mode without any removal of the device from the participant or otherwise requiring a change of equipment.
- 2.4 The Active GPS device configuration shall collect a tracking point at least once every minute, and report the information via the cellular network at least once every ten (10) minutes and shall report tampering, zone, and battery violations immediately.
- 2.5 The device shall be remotely contacted to force the device to instantly locate and call back with its data immediately (showing points each one-minute interval).
- 2.6 The device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Central Information software system.
- 2.7 The device shall acquire GPS within two (2) minutes when placed in an outdoor environment.
- 2.8 The device shall be programmable to vary the rate of recording and reporting of GPS position data.
- 2.9 The device shall record the "in range" and "out of range" times for CRF devices.

EQUIPMENT REQUIREMENTS

- 2.10 The device shall adjust Reporting and Leave Windows (schedules) for CRF devices.

3.0 EQUIPMENT COMMUNICATION REQUIREMENTS

- 3.1 The device communication shall be encrypted.
- 3.2 The device shall provide Multi-Network Roaming that communicates to the software.
- 3.3 The device shall provide alternative location tracking using the cellular network in the absence of GPS.
- 3.4 The tracking device shall have the option of communicating with a landline telephone based receiver to upload location and alert information to the software for areas not covered by cellular service without removing the device from the offender.
- 3.5 The device shall incorporate non-volatile memory that stores at least ten (10) days' worth of events (with date and time of occurrence) at a collection rate of one (1) point per minute, at times when the cellular service and electrical power may become unavailable and continually attempt to report these events until reporting has been successful. Non-volatile memory shall retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence.

4.0 BATTERY REQUIREMENTS

- 4.1 The battery life of the tracking device must either be sufficient to last throughout the entire term of the participant's sentence or the battery must be replaced within twenty-four (24) hours of a "low battery" alarm received, prior to battery failure.
- 4.2 The battery for the device shall hold a single charge for a minimum period of twenty-four (24) hours while performing one (1) minute GPS acquisition and downloading data to the software at least once every ten (10) minutes without the use of additional accessories such as beacons.
- 4.3 The device shall re-charge the battery to the maximum capacity within two (2) hours from a low battery status.
- 4.4 The device shall re-charge the battery to the maximum capacity within four (4) hours from a complete dead battery status.

EQUIPMENT REQUIREMENTS

- 4.5 The device batteries shall be permanently sealed within the device case, and shall not include any batteries that are removable and replaceable.
- 4.6 The device shall send a signal indicating a low device battery condition at least eight (8) hours prior to battery failure.
- 4.7 The device battery shall have a guaranteed life cycle of not less than twelve (12) months.
- 4.8 The device shall be equipped with an electronic charger device that uses a wall electrical outlet power (alternating current) with a charging cord of a minimum of six (6) feet long and a separate vehicle charger (direct current) source to recharge the battery.

5.0 ALERT/NOTIFICATIONS REQUIREMENTS

The System shall provide a means of notification (alert) to the offender when the participant is late returning home from an approved absence or leaves home when unscheduled. Contractor's monitoring center staff shall call the participant based on protocols determined by County.

- 5.1 The device shall communicate to the offender by vibration of the device for low battery alerts and allow the participant to contact the supervising DPO.
- 5.2 The device shall store up to one hundred fifty (150) zones onboard the device to ensure zone violations are immediately reported regardless of the call in frequency.
- 5.3 The device shall detect, record, and report an alert feature with immediate notification including strap tampers, removal tamper, loss of communication, loss of a GPS signal, low battery, and critical /shutdown battery.
- 5.4 The device shall detect, record, and report an alert feature with immediate alert notification for inclusion and exclusionary zone violations.
- 5.5 The device inclusion and exclusionary zones shall have time zone perimeter capability.
- 5.6 The device shall have an alert feature with an immediate alert notification to detect metallic shielding of the device's ability to receive a GPS signal. The device shall detect, record, and report such an instance of shielding.
- 5.7 The device shall have an alert feature with an immediate alert notification to detect, record, and report when there is interference or jamming signals present that are disrupting the receipt of GPS signals.

EQUIPMENT REQUIREMENTS**6.0 STRAP REQUIREMENTS**

- 6.1 All device straps utilized to attach devices to a participant shall be disposable.
- 6.2 Straps used to attach the devices to a participant shall have exterior surfaces made of hypoallergenic materials.
- 6.3 Straps shall be adjustable in length to fit all participants. All straps shall have the capability to be securely sized and attached to an offender. If straps are pre-sized they shall be immediately available in one-half inch increments or less.
- 6.4 Contractor shall provide straps (clips, snaps, pins, and connectors, etc.), designed to breakaway and become unusable, to prevent damage to the device or participant if the device/strap is removed by the participant.

7.0 ADDITIONAL ACCESSORY REQUIREMENTS

- 7.1 The one-piece GPS device shall be able to utilize additional accessories (e.g., beacons, etc.) for enhanced location verification while in defined impaired environments (such as inside home or buildings).
- 7.2 The Home Based Unit (HBU)/beacon shall detect movement and, shall differentiate momentary movement (such as cleaning around the unit) versus perpetual movement (such as relocation). The HBU/beacon shall be able to communicate an alert of perpetual movement.
- 7.3 The HBU/beacon shall utilize a dedicated wall electrical outlet (alternating current) for its power source, or a battery for its primary source of power.
- 7.4 The HBU/beacon shall detect and report events related to the disconnecting and reconnecting of the electrical power and or telephone line.
- 7.5 In the event of power disconnection or commercial outage, the accessory shall have a minimum of forty-eight (48) hours internal, auto-recharging back-up battery to support completed continued functionality, including but not limited to detecting and reporting information.
- 7.6 The HBU/beacon shall be replaceable and interchangeable without the need to return to Contractor for installation or removal.
- 7.7 The HBU/beacon shall conduct a simple and rapid range test by the DPO to confirm signal coverage between the device and accessory at the participant's home.

EQUIPMENT REQUIREMENTS

- 7.8 The HBU/beacon shall be programmable with adjustable signal range.
- 7.9 The HBU/beacon shall detect when the accessory case has been compromised.

8.0 EQUIPMENT QUALIFICATIONS

- 8.1 Devices with the technology to automatically switch between multiple cellular providers in order to reduce or prevent loss or delay of GPS points due to cellular communication failure that interferes with transmission of data to Contractor's software are highly desirable, but not required.
- 8.2 All devices assigned to the participant shall be manufactured to allow for repeated proper sanitization. Contractor shall provide instructions to sanitize the devices, including recommended cleaning agents and methods.
- 8.3 Contractor shall replace each device at specific intervals, as defined by County, to avoid device failures.

9.0 DELIVERED EQUIPMENT REQUIREMENTS

- 9.1 All equipment delivered to County shall have been tested to ensure it is fully operable and free from any defects or damage prior to shipment to County. County reserves the right to reject any and all equipment it deems unacceptable, inoperable, and/or not in the best interest of public safety.
- 9.2 In the event any equipment becomes inoperable for any reason Contractor shall incur all repair and replacement costs. Contractor shall provide County with replacement equipment within twenty-four (24) hours of request. Contractor shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies.
- 9.3 County shall determine the method, frequency, and location of all equipment deliveries.
- 9.4 Upon approval by the County Program Manager, Contractor shall furnish upgraded equipment with improved technology to County. If it is determined that upgraded equipment is to replace existing equipment, the County Program Manager and Contractor shall develop an agreed upon implementation plan that will include a systematic process to ensure the completion of transition.

EQUIPMENT REQUIREMENTS

9.5 County shall not incur any costs for any delivered equipment and supplies that are altered, damaged, stolen, lost, tampered, misplaced, and/or misused.

10.0 INSTALLATION KIT

County shall have the ability to install and remove GPS devices. Devices shall come with an installation and removal kit containing all necessary devices to install, remove, activate or deactivate the device including a quick installation user guide.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit W (Information Security and Privacy Requirements) is an attachment and addition to the Risk Management Information Services Agreement dated _____ (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and _____ (“**Contractor**”) and is incorporated into the Agreement by reference hereof. This Exhibit W (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement between the Parties. They present a minimum standard only. It is Contractor’s sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section _____ the Agreement (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit W (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “**Information Security Policy**”). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information as defined in Section ____ of the Agreement and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor’s systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor’s routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit ____ (Information Security and Privacy Requirements), “**Removable Media**” means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.
5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).
6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).

7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to

⁷ Available at <http://www.csrc.nist.gov/>

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- iv. **Detailed findings-** are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it “fresh”.
 - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

- 12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

CEMS IMPLEMENTATION REQUIREMENTS

1. CEMS Center Software and Hardware Setup:

CEMS center system environment setup, including system and hardware configuration.

2. CEMS Software and Hardware Installation:

Installation and configuration of CEMS software, hardware, and interfaces, if any.

3. Data Conversion and Migration:

Conversion and migration of data from any existing systems/databases, as specified by the Department.

4. Systems Acceptance Testing:

a. Integration Testing

Testing of CEMS system's integration with other County systems, if any, remote terminals, and all monitoring equipment.

b. User Testing

Testing by County and Contractor users of the applicable components of CEMS.

5. Transition to Operational Environment:

Transition services for cutover from the existing system/database to the CEMS operational/production environment.

6. Final Acceptance:

Contractor shall maintain CEMS in operational environment for forty-five (45) days following the cutover ("Warranty Period"). Contractor shall correct any and all deficiencies discovered during such Warranty Period before CEMS can achieve Final Acceptance and before Contractor may be paid by County for services provided hereunder.

***PROBATION DEPARTMENT'S ELECTRONIC MONITORING PROGRAM
(EMP) OPERATIONAL PROCEDURES MANUAL***



**County of Los Angeles
Probation Department
Pretrial Services Division
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821**



**COUNTY OF LOS ANGELES PROBATION
DEPARTMENT
ADULT ELECTRONIC MONITORING PROGRAM**

OPERATIONAL PROCEDURES MANUAL

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INTRODUCTION

Contractor(s) providing electronic monitoring services for Los Angeles County on a daily twenty-four (24) hour continuous basis shall comply with the Los Angeles County Probation Department's Electronic Monitoring Program's Operational Procedures Manual (OPM).

The purpose of the standards and procedures presented in this manual, along with the Probation Department's screening process of referred participants and its auditing component, is to provide the highest level of service to the courts and maintain a high regard for community protection.

This manual will explain standards and procedures for the processing and the monitoring of program participants and the maintenance of documentation in case files.

There shall be no deviation from the standards and/or procedures contained in this manual without the prior written approval of the Electronic Monitoring Program's Steering Committee, which will be chaired by the Probation Department's Project Director.

The County will evaluate the contractor(s) contract performance using various quality assurance measurements. Compliance with the OPM's standards and procedures will be one of those measurements.

PART I

PRETRIAL SERVICES CASE PROCESSING

REFERRAL AND ASSESSMENT PROCESS

REFERRAL PROCESS

Participants are referred to Pretrial Services (PTS) to be evaluated for participation in the Electronic Monitoring Program (EM) by agencies or persons within the justice community.

Pretrial Services is responsible for evaluating participants to determine eligibility/suitability for program participation. This evaluation process will include:

- Interviewing defendant
- Accessing, interpreting and evaluating criminal history information
- Completing risk assessment scale
- Verifying the address, telephone and other information provided by the defendant
- Determination of eligibility/suitability for program participation
- Reporting defendant's eligibility/suitability for program participation to the Court, Deputy Probation Officer, Sheriff's Department, and to the Contractor

APPLICATION TYPES

There are eight (8) types of EM referrals. The following is a list of codes used by PTS to identify each application type:

- BA Breath Alcohol Testing (BAT) only
- CC Civil contempt/Family Law
- ES Electronic Monitoring; referred by the Sheriff (i.e., County Jail -CJ cases)
- EC Electronic monitoring; referred by court at time of conviction
- ET Pretrial Misdemeanor and Felony; referred by court prior to conviction
- EP Probation Officer (DPO) referral, misdemeanor/felony, pre- or post-conviction/sentencing
- DV Domestic Violence Candidate – (Component implemented 10-12-04).
- EA Attorney Referral

RISK ASSESSMENT

Once the evaluation has been completed, a risk level is assigned based on the point outcome of the EM Risk Assessment Scale:

0 - 13 Standard Monitoring

14 - 22 Enhanced Monitoring

VENDOR NOTIFICATION

A *VENDOR NOTIFICATION* is completed by PTS on all participants referred to EM and

faxed or emailed to the Contractor. This Notification provides the following information:

- EM Application number
- Court case number or booking number
- Conviction charge(s)
- Defendant's name, address and telephone number, if applicable
- Referral date
- Assessment findings:
 - . Suitable
 - . Unsuitable
- Risk assessment level (criminal offenders only)
- Probation status (includes "X" number, Deputy Probation Officer, Probation Area Office and telephone number)
- Driver's license status (valid, suspended, revoked, restricted, or none)
- General comments regarding the unsuitability of a defendant. Such as the nature of violent offenses in cases where a defendant is found to be unsuitable for program participation due to a history of violence
- Primary language

PROGRAM MARKETING/AWARENESS

Marketing the EM program is the responsibility of the contractors. The Probation Department will support the EM program by educating relevant County agencies about the program's policies and procedures.

COURT REFERRALS

Prior to sentencing where the defendant has been convicted, pled guilty or found in violation of probation, the Court refers the defendant to be evaluated by Pretrial Services for suitability for the Electronic Monitoring Program (EMP).

The Court completes the Court Referral Form and faxes or emails it to EM staff at (213) 633-4684 or contacts EM staff by telephone at (213) 893-5369 and provides the information listed on the Court Referral Form. The Court then instructs the defendant to contact EM staff at (213) 893-5369 by the end of the next business day to complete an application. Instead of providing verbal instructions, the Court has the option to give the

defendant a copy of the "EM Instructions to Defendant" form.

Participants with multiple cases referred by the court must have a separate EM APPLICATION NUMBER assigned to each court case number.

Criteria for referral

- Post- conviction misdemeanors and felonies
- Pre-sentenced misdemeanors and felonies
- Civil Contempt cases

Contractor Notification

EM staff will fax or email the completed Vendor Notification to Contractor for all cases assessed by PTS, whether found Suitable or Unsuitable. The Contractor will contact PTS regarding any enrollments or scheduled enrollments that do not have a completed suitable or unsuitable assessment.

COUNTY JAIL REFERRALS

The Sheriff's Department's Community Based Alternatives to Custody (CBAC) personnel refer county jail inmates to be evaluated by Pretrial Services Electronic Monitoring Program for determination of suitability for electronic monitoring release. CBAC Sheriff personnel have two (2) methods of referral to PTS EM. The first method is by providing, each morning, an automated fully sentenced inmate list identified as potential candidates for EM consideration. The second method is by providing individual cases, such as special classified inmates, for EM evaluation. Beginning October 12th, 2004, LASD identified fully sentenced inmates with PC273.5 and PC243(e)1 convictions as a population potentially acceptable for the EMP. With concurrence between LASD Administration, and Probation Department Administration, EMP staff began screening fully sentenced PC273.5 and PC243(e)1 inmates for EMP.

Only suitable assessed inmates by PTS EM will be released on electronic monitoring. All inmates assessed and determined to be ineligible or unsuitable will remain in custody. Sheriff personnel retain final release authority and may disqualify a suitable EM candidate if deemed necessary. The case turnaround time for completing County jail referrals is forty-eight (48) hours. In some instances, cases may require additional time with clearance from the County Program Manager or designee.

Criteria for referral

- County jail inmates fully sentenced to county jail time on misdemeanor or felony cases

- Inmates cannot be in custody on any excluded conviction charges
- Inmates can have no pending felony cases
- Inmates can have no outstanding warrants
- Inmates can have no custody holds
- Inmates can have no rehabilitation orders
- Inmates can have no disqualified custody special handling restrictions

Contractor Notification

EM staff will provide a copy of the completed Vendor Notification for all suitable assessments to the Contractor and Sheriff CBAC personnel. This will be done daily without exception. As inmates are approved, the names are given to the Contractor staff assigned to the jail location periodically throughout the day.

All suitable Vendor Notifications are faxed or emailed to the Contractor's enrollment center on a daily basis. There will be required communication from EM staff and the Contractor's enrollment staff to verify proper notification on all suitable EM candidates.

CIVIL REFERRALS

On occasion, Superior Court will refer Family Law matters (civil contempt) to the EM program. In most cases, the bench officers do not want an assessment. Referrals should be made from the court to Pretrial Services and will be handled in the same manner as criminal cases, except that there will be no criminal record check. In the event a Contractor should receive a referral directly from the court on a civil case, Contractor shall instruct the defendant to call Pretrial Services first. Pretrial Services will complete a partial application and will check the address and telephone information only. The defendant will be given a Pretrial application number and will be told to call the Contractor for enrollment.

ASSESSMENT PROCESS – COURT REFERRALS

I. REFERRAL

- A. Court completes the Court Referral Form and faxes or emails it to EM staff at (213) 633-4684,

OR

Court contacts EM staff by telephone at (213) 893-5369 and provides the information listed on the Court Referral Form.

- B. Court instructs offender to contact EM staff at (213) 893-5369 by the end of the next business day to complete an application.

II. ASSESSMENT

- A. EM staff completes an application when the defendant telephones.
- B. EM staff accesses complete criminal record.
- C. EM staff verifies address, telephone and other information provided by the defendant.
- D. EM staff completes Risk Assessment scale.
- E. EM staff evaluates information and completes an EM Assessment Report, which is sent to the Court and to the EM service provider by the next court date.

III. SENTENCING

- A. Defendant returns to court and court instructs the defendant regarding terms and conditions of EM and completes a Monitoring Conditions form (Appendix A).
- B. Court instructs offender to report to EM service provider listed on the bottom of the Monitoring Conditions form (Appendix A).
- C. EM Service Provider notifies the court and EM staff of defendant enrollment or failure to enroll in the program.

ASSESSMENT PROCESS – COUNTY JAIL REFERRALS

I. REFERRAL

- A. The Sheriff's Department's Community Based Alternatives to Custody (CBAC) personnel refer county jail inmates to be evaluated by Pretrial Services.

OR

Inmate's family or friends contact EM staff by telephone at (213) 893-5369 and provide the booking or case information.

II. ASSESSMENT

- A. EM staff completes an application after the defendant is interviewed by telephone or in jail facility.
- B. EM staff accesses complete criminal record.
- C. EM staff verifies reference, address, telephone and other information provided by the defendant.
- D. EM staff completes Risk Assessment scale.
- E. EM staff evaluates information and completes an EM Assessment Report,

which is sent to the vendor and the Sheriff's CBAC liaison.

PART II

CONTRACTOR CASE PROCESSING

ENROLLMENT DATE REQUIREMENTS

Court Component

The court will complete a Sentencing Notice indicating, among other things, the date by which a participant must be enrolled. Contractor must make every effort to enroll a participant by the date ordered. If this is not possible because, for example, the participant waited until the last day to be enrolled before contacting the Contractor, the Contractor will call the court, explain the circumstances, and ask for an extension.

County Jail Component

Inmates approved for participation by Pretrial Services are processed for release from custody into EM with the assistance of Sheriff and Contractor personnel assigned to work at the jail location. Inmates released for EM participation must be enrolled the same day they are released from jail. *County jail inmates released to EM retain custody status until their sentence expires.*

- A. After confirming that the inmate is currently housed at county jail, Contractor personnel calls the person who will be picking up the inmate to provide the following instructions:
 - Expect to spend approximately 3-4 hours on the release process.
 - Bring \$120 cash or certified funds, a telephone bill to confirm the participant's phone number and address of record. Utility bills, bank statements, and other forms of address verification are also acceptable forms to confirm address of record.
 - Be prepared to drive the participant to his place of residence, making no stops, where he will remain on lockdown until his scheduled appointment with a branch office.
- B. Contractor personnel assigned to the jail will then explain the program rules and regulations (Appendix F) to the inmate. EM installation instructions and the consequences of non-compliance are explained to the inmate. If the inmate agrees to abide by the program guidelines, he will sign a consent form; which becomes a part of the inmate's custody jacket and participant case file.
- C. Sheriff's Deputies will process the EM release, which includes a custody record and commitment document check. The inmate will be instructed to go directly home and report to a designated branch office for enrollment the following day.

I. PARTICIPANT ENROLLMENT

The Contractor will instruct the court-sentenced participant to bring in a copy of the Sentencing Notice, signed by the judge or court clerk. All participants will be instructed to provide picture identification, verification of income, and a recent telephone bill verifying the telephone number and address of record. The enrollment process consists of program orientation, fee assessment, equipment installation and receipt of a "good hook-up" message. Note: County Jail participants will have transmitters attached before release from custody; court participants will have transmitter attached by Contractor staff at enrollment appointment. Contractor staff will provide all participants with installation instructions.

A. PARTICIPANT ORIENTATION

1. INTERVIEW

During the initial enrollment interview the case manager will establish a case file (as described in paragraph 2 below); familiarize the participant with program requirements; set curfew schedule; explain, in detail, the participant's responsibility to provide documentation to verify all time away from the residence; set program fees; and advise participant of any additional administrative charges (i.e., enrollment fee, , installation fee, and equipment replacement fee due to participant caused damage). The orientation component of the enrollment process must include the following steps:

- a. Photocopy participant's picture ID and telephone bill for case file. Utility bills, bank statements, and other forms of address verification are also acceptable forms in lieu of a telephone bill.
- b. Provide written rules and regulations to participant, explain each point, including grievance procedures and fee reduction procedures; have participant initial each page, including the fee agreement section and sign the last page acknowledging that he/she has read, understood and received a copy of the program guidelines and agrees to comply.
- c. Collect initial enrollment and monitoring fee.
- d. Schedule next office meeting according to risk level assessed by Pretrial Services:
 - STANDARD MONITORING - a minimum of once every two (2) weeks. "Standard" participants who fail to comply with curfew schedules or other program guidelines will be changed to weekly meetings until such time as compliance improves substantially.
 - ENHANCED MONITORING - a minimum of once every week

for the first thirty (30) days of program participation; thereafter, "enhanced" participants who comply with all program guidelines may be seen once every 2 weeks.

Note: Participants sentenced on EM-01 and EM-02 lists of excluded charges will always be monitored at the ENHANCED level.

2. **SETTING UP CASE FILE**

Case files are established to provide a documented record of all EM participant activity. Participant case files are official Probation Department records and the information contained therein is confidential. The information contained in a case file is occasionally called into evidence at a court hearing. Should this occur, case managers are authorized to testify as to specific information contained in the file, but are precluded from releasing any documents or copies of any documents without authorization from the Probation Department.

Approved case files are divided into two (2) sections with documents filed according to the chart below. All documents are filed in chronological order from bottom to top.

a. **Section 1, Left Side**

- Vendor Notification
- Sentencing Notice (and other court orders)
- Phone Bill (or other forms of address of record)
- Photo ID
- Database Record (DBR)
- Cash Receipts

b. **Section 1, Right Side**

- Orientation Forms, or Client Contract, must be dated and signed by participant and case manager. Included will be:
 - *Rules, regulations and consent form*
 - *Fee assessment and agreement form*
 - *Fee reduction procedures*
 - *Grievance procedures*
- Income Verification
- Chronological case notes

c. **Section 2, Left Side**

- Enrollment Notice
- All other court notices
- Completion/Termination Notice

d. Section 2, Right Side

- Original Schedule
- First transmit or good hook-up message
- Daily electronic monitoring activity reports
- Schedule changes
- Activity verification/documentation

3. **SETTING FEES**

The daily program fee is set based on the participant's ability to pay or the overall capability of the person to reimburse the costs, or a portion of the costs, of providing program services and shall include, but shall not be limited to, consideration of all of the following factors:

- Present financial position
- Reasonably discernible future financial position. Every six (6) months, the person's financial status must be evaluated to determine applicable income. This includes considering overtime pay incurred within the last six (6) consecutive months.
- Likelihood that the person shall be able to obtain employment within the six (6) month period from the date of acceptance into the program
- Any other factor that may bear upon the person's financial capability to reimburse the Contractor(s) for the cost of the program

A financial assessment must include, but is not limited to, the following steps:

- a. Have participant complete a Financial Information Worksheet (Appendix G).
- b. Obtain participant's gross household income verification such as paycheck stubs, proof of government benefits (TANF, CalWORKS, GR, SSI, etc.), income tax returns, accounts receivable, etc.
- c. Consult the Sliding Scale (Appendix H) as a reference in setting the daily program fee.
- d. Have participant initial the fee agreement section of the Client Contract. *A signed, dated Client Contract form must be in the file before a participant*

can be terminated for failure to pay program fees (Appendix F).

4. **SETTING CURFEW SCHEDULE**

Set curfew schedule based on the activities allowed by either the sentencing court or the Sheriff's Department and by information provided by the participant on the orientation forms. Under no circumstances shall a participant be allowed more time away from his or her residence than is needed to complete these authorized activities.

Court Component - The Sentencing Notice lists all activities ordered or allowed by the court. The Court must approve any requests for additional activities. If Contractor does not have a copy of the Sentencing Notice during the initial interview, call the court immediately to request a faxed or a digital-copy. The participant is to be on a "closed schedule" status that does not allow any activities until the Contractor can verify the court's order regarding permitted activities.

County Jail Component - The Sheriff's Department generally allows a participant to work or seek employment. Activities generally allowed may include court appointments, doctor/dental appointments, DMV, Social Services, Probation/Parole meetings, Narcotics Anonymous (NA) or Alcoholics Anonymous (AA) meetings. Other activities allowed under certain circumstances are shopping/laundry (when participant lives alone) and haircuts (if necessary for employment). All other activities must be verbally approved by a Sheriff Deputy assigned to EM.

Work Hours - Conventional Employment

It is expected that all participants will be allowed to work. Participant must provide his or her regular work schedule and the approximate travel time. Case manager will enter this information on the original scheduling form; which will be maintained in the participant's case file. Any changes to the permanent work schedule must be submitted at least twenty-four (24) hours in advance must be noted in the case file.

- a. Set permanent curfew schedule to include work hours and travel time each way.
- b. Change schedule, as needed, for prior approved overtime, scheduled medical appointments, etc., noting reason for change in participant's case file. Instruct participant to provide appropriate documentation of the activity at the next office meeting.
- c. Maintain copy of participant's original schedule and any subsequent schedule changes in case file.

Work Hours – Unconventional Employment

Many participants are either self-employed or do not report to a specific job every day. Setting curfew schedules for these cases must be handled on an individual basis according to the participant's type of employment. Participant is expected to provide case manager with a work schedule and be able to verify his/her activities.

Participant's work curfew schedule is not to be so broad as to allow the participant to come and go for 8, 10 or 12 hours throughout the day with no way to verify employment, unless the court is aware of the situation and authorizes participant to work with minimal or no verification. It is sometimes best, when a participant is self-employed, does "odd jobs" or "day work", to "close" his/her schedule (no time away from home) until he/she reports a specific day and time period which employment is scheduled.

Unemployed - Court authorizes job search

Participants will not generally be allowed an arbitrary eight (8) to twelve (12) hours, five (5) to seven (7) days per week to be away from their residence to seek employment.

- a. Set a maximum three (3) to four (4) hours per day, two (2) or three (3) days per week to allow participant to look for employment.
- b. Instruct participant, whenever possible, to provide a written list of prospective employers he/she plans to see, including the addresses. Participant is to provide a means of verifying his or her job search activities. Verification may include, but not be limited to, a duplicate job application, company business card signed by a representative of the company, or a signed attendance sheet. Discuss with the participant their responsibility to verify their whereabouts.

Note: If the participant is on formal probation, the DPO can authorize more time to search for employment.

Other court authorized activities

1. Participant must provide the Contractor with a schedule, including the date, time and location of any court authorized activities, such as drug or alcohol treatment meetings, counseling sessions, medical appointments, etc. It is desirable, for scheduling purposes, to allow a participant to attend meetings on the same days and times each week.

Note: Because most NA or AA evening meetings are held after 7:00 p.m., it is usually a good practice to require the participant to go directly home from work and then set a separate schedule to allow for attendance at a scheduled meeting.

Example: Participant works from 8:00 a.m. to 5:00 p.m. and he is allowed 1/2 hour

travel time each way; he has a scheduled AA meeting from 8:00 p.m. to 9:30 p.m. and is allowed 15 minutes travel time each way. The schedule should be set to allow participant to leave at 07:30 and enter at 17:30; leave again at 19:45 and enter at 21:15. In most cases, the participant should not be allowed to be away from his residence for almost 14 hours (07:30 until 21:15) in one increment.

2. Participant is to be given an attendance sheet to be signed by authorized personnel and submitted for inclusion into case file.

A. **Hook-up**

1. Transmitter and strap are attached to participant's ankle, by an installer either at a branch office, Inmate Reception Center, or the participant's residence.
2. Record serial numbers of each piece of electronic monitoring equipment assigned to participant on computerized equipment log.
3. When the receiving unit is plugged in, if it is working properly, the computer will receive a "good hook-up" message. If this is done at a branch office, the participant is instructed on how and where to install the equipment in the home.

B. **Installation**

1. Unless the equipment is installed by a technician, at the place of residence, the participant will be given the equipment and instructed to install it at the residence no more than two (2) hours after leaving the branch office. The receiver and/or BAT are plugged into the AC power lines and telephone lines according to the instructions given to the participant at the orientation interview.
2. Monitoring center will notify case manager if they do not receive a "good hook-up" message within the time specified.

II. **DAILY CONTACT LIST**

Contractor is required to notify PTS of all enrollments, completions and terminations on a daily basis. Although the Daily Contact List was developed for this purpose, it is permissible for Contractor to utilize a computerized version of the form instead, provided it contains all the pertinent information.

- A. Fax or email contact list to PTS daily at the end of the day, whether or not there was any activity.

Note: Contractor will retain the absconder's name on active status (i.e., daily

count list) for a period of up to fourteen (14) calendar days. After fourteen (14) calendar days, the absconders will be removed from the daily count but will remain on the Contractor's data base indefinitely, until a final disposition is received.

- B. List must be legible and shall include all enrollments, completions and terminations.
- C. If an enrollment or completion occurred after the list was faxed or emailed, i.e., weekends, evenings, include the information on the next day's list.
- D. All follow-up documents (Enrollment, Completion, Termination Notices) must bear the same date shown on the list.
- E. Proofread documents for accuracy in case name, number, dates.

III. **SCHEDULE CHANGES**

- A. Schedule changes shall not be approved for activities not authorized by the sentencing court. Schedule changes must be approved by authorized Contractor personnel in advance of the activity and a schedule change form must be maintained in the case file after appropriate case notes stating the reason for the change have been entered into the case file
- B. Enter schedule changes into the monitoring computer prior to the activity; in the case of "one time only" changes, the original schedule must be reinstated into the computer upon participant's return.

IV. **TYPE OF EQUIPMENT**

All program participants will be monitored by a twenty-four (24) active/continuous system, utilizing a random contact back-up system. Monitoring equipment must be equipped with a tamper alarm system. The monitoring system must have a very high degree of reliability and dependability. It is the Contractors' responsibility to ensure that the monitoring equipment is working properly.

- A. The battery life of the transmitter and receiver must either be sufficient to last throughout the entire term of participant's sentence or the battery must be replaced within twenty-four (24) hours of "low battery" alarm being received, prior to battery failure.
- B. Central monitoring computer must be set to perform an automatic monitor check-in with the field- monitoring device a minimum of every four (4) hours. If check-in is not received within five (5) hours, a documented monitor response is required.

V. **REPLACEMENT/REPAIR OF EQUIPMENT**

If there appears to be any equipment problem; which compromises monitoring accuracy, Contractor(s) will provide for prompt repair or replacement of the equipment.

- A. All equipment malfunctions must be replaced or repaired within twenty-four (24) hours of discovery of the malfunction.
- B. Place documented telephone calls to the participant every two (2) hours until equipment is repaired or replaced.

VI. **TAMPER ALARMS**

Contractors must provide immediate documented telephonic response to tamper alarms.

- A. After initial telephone contact, place documented telephone calls to the participant every two (2) hours until tamper is reset or transmitter replaced.
- B. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alarm.
- C. Replacement, repairs and resets must be documented in case file and in equipment logs.

VII. **REPORTING GUIDELINES**

It is the Contractor's responsibility to track and report participant's adherence to program guidelines. Contractors will notify designated authorities of the probable violation of conditions within the time limits established by the Probation Department (below) using only Probation Department approved forms (Appendix E). When sending notification to the sentencing court, the Contractor is to complete one notice, as applicable, for each application number corresponding to court case number.

A. **TYPES OF REPORTS**

- 1. **ABSCOND NOTICE** - Reports any time a participant is out during curfew and unable to be monitored for longer than four (4) hours; Abscond Notices shall be sent to Pretrial Services, and, as applicable, to the sentencing court, Sheriff's Department, and DPO within the following time frames:

- a. During court hours: If a participant is away from his or her residence without authorization for four (4) hours during business hours, the Contractor will immediately fax or email an Abscond Notice to PTS, and, as applicable the sentencing court, Sheriff's Department, and DPO.
- b. After court hours/weekends: If a participant is away from his or her residence without authorization for four (4) hours after business hours or on weekends, the monitoring center will alert the branch manager by pager and continue monitoring the participant's activity.
 - i. If the participant returns prior to the start of the next business day, the Contractor will attempt to obtain the participant's statement regarding the violation. By 11:00 a.m., fax or email a Non-Compliance Notice to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department and DPO, detailing the incident.
 - ii. If the participant has not returned by the start of the next business day, the Contractor will telephonically notify PTS, the court or Sheriff's Department, if applicable, by 9:00 a.m. Follow up with an Abscond Notice faxed or emailed to PTS and, as applicable, the sentencing court, Sheriff's Department and DPO by 11:00 a.m. (if participant still has not returned).

- 2. **BAT VIOLATIONS** – Mail, email or fax a Non-Compliance Notice within twenty-four (24) hours to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department, and the DPO if, after three (3) tries, breath test results show any measurable amount of alcohol.

If a participant tests at a level of .08 or higher on a breath alcohol test, a Non-Compliance Notice shall be faxed or emailed to Pretrial Services and, as applicable, the sentencing court, Sheriff's Department and DPO, within the following time frames:

- a. During court hours: Call the court or the Sheriff's Department and fax or email immediately.
- b. After court hours/weekends: Fax or email by 9:00 a.m. next business day.

- 3. **COMPLETION NOTICE** - Reports the last day participant is monitored after successfully completing the term specified by the

court or Sheriff in the EM program.

4. **ENROLLMENT NOTICE** - Reports the date the participant actually enrolls with the Contractor; which includes equipment installation and good hook-up message.
5. **FAILURE TO ENROLL NOTICE** - Reports that participant has failed to enroll by the date ordered by the court, or that a county jail participant failed to report to a branch office after release from custody
6. **NON-COMPLIANCE REPORT** - Reports any action by the participant; which is in violation of the court's sentencing order or program guidelines. Incidents of non-compliance shall be reported to PTS, the sentencing court and DPO, if applicable, within the time frames indicated below, applicable to both standard and enhanced cases:
 - a. During court hours: All incidents of non-compliance must be faxed or emailed to PTS, the sentencing court and DPO, if applicable, by 5:00 p.m. the next business day.
 - b. After court hours/weekends: Fax or email current status to Pretrial Services, the sentencing court and DPO, if applicable, by 5:00 p.m. the next business day.
7. **STATUS REPORT** - Reports routine status of participant's performance on the program or is sent after any other report, if the status changes.
8. **TERMINATION NOTICE** - Reports that participant has been removed from the EMP program, for non-compliance, prior to expected completion date.

B. **DISTRIBUTION**

1. Non-Compliance Notice:
 - a. (3) Court (copy for Court, Defense Attorney and Prosecuting Attorney)
 - b. (1) Sheriff Department, if CJ participant
 - c. (1) Pretrial Services
 - d. (1) Probation officer, if on formal probation

- e. (1) Program participant
- f. (1) Case file

Note: Contractor is not required to send Non-Compliance Notices to Sheriff's Department unless the violation is a high breath alcohol test (BAT). PTS will track Non-Compliance Reports on County Jail participants, report potential problems and make recommendations to Sheriff's Department.

2. All other notices:

- a. (1) Court, if a court participant
- b. (1) Sheriff's Department, if CJ participant
- c. (1) Pretrial Services
- d. (1) Probation Officer, if on formal probation
- e. (1) Program participant
- f. (1) Case file

MONITORING ACTIVITY REPORTS

Daily Exception Reports

Case managers will review the daily monitoring activity "exception report" first thing each business day. This will bring to their attention routine curfew violations or units that were late to test for the previous day. The daily report will include mention of any telephone contacts between the twenty-four (24) hour monitoring center staff and the person to whom they spoke at the participant's residence.

The monitoring center staff will page Branch Managers, as needed, with immediate notification of serious violations, such as active tamper alarms, unresolved late-to-test, and knowledge of situations which may compromise public safety. Non-Compliance Reports and/or Abscond Notices for these incidents will be faxed or emailed by 11:00 a.m. the next business day to designated authorities. Non-Compliance Reports on less serious program violations, such as failure to provide documentation, curfew violations, unresolved or actual transmitter tampers can be emailed, mailed or faxed by the end of the business day.

All-activity Reports

Reports of all monitoring activity, including but not limited to, enters, leaves, monitor check-ins, late-to-test messages for the period between office visits will be printed for the file prior to each office visit. The report will be reviewed with the participant and documentation or verification of activities will be collected during the office visit. Non-Compliance Reports will be sent on any activity which was unauthorized or undocumented.

VIII. NEW ARRESTS

In the event that the participant is arrested while on the court component of EMP, the court will determine whether the participant will remain on EM. The Contractor shall follow the steps outlined below:

- A. Fax, email or mail a Non-Compliance Notice to the court, PTS and DPO, if applicable, that a new arrest has been verified.
- B. Fax, email or mail an Abscond Notice to PTS and as applicable, to the sentencing court, Sheriff's Department, and DPO, if the participant has not returned home within four (4) hours and the participant's arrest has not yet been verified.
- C. Fax, email or mail a Status Report once it has been verified that the participant is in custody or has returned home.

In the event that the participant is arrested while on the jail component of EM, the Sheriff's Department will arrange for the participant to be returned to custody. A Termination Notice will be faxed, emailed or mailed to Pretrial Services, the Sheriff, and the DPO, if applicable.

IX. PARTICIPANT VOLUNTARILY TERMINATES

- A. If a court sentenced participant voluntarily removes him or herself from the court component of EM and turns in their monitoring equipment, an ABSCOND NOTICE shall be sent to the sentencing court. PTS will follow up on court action.
- B. If a participant appears in court to requests to be removed from the EM program and the court grants the request, for other than non-compliance, a COMPLETION NOTICE shall be sent.
- C. If a jail participant voluntarily returns to custody, not due to program violations, he or she will not be penalized but will remain in custody until his or her early release date. In this instance a COMPLETION NOTICE will be sent because this is not a program failure.

- D. If a CJ participant is remanded for non-compliance, it is considered a program failure; the inmate will remain in custody for the term of the sentence and is no longer eligible for any future release on EM. In this instance a TERMINATION NOTICE shall be sent.

X. **DEFENDANT WALK-INS**

If a defendant comes in with a sentencing notice from court and Contractor has not received a Vendor Notification, the Contractor will fax or email a copy of the Sentencing Notice to PTS, obtain an EM application number, and instruct the defendant to call PTS from the office so that an application can be taken.

Note: Participants may not be enrolled without an EM application number. However, it is not necessary that the assessment be completed prior to enrollment. A number can be assigned once PTS has received a Sentencing Notice. Participant must be monitored at the Enhanced level until the Vendor Notification is received and contractor is notified otherwise.

XI. **ENROLLMENTS AFTER INELIGIBLE RECOMMENDATION**

Participants are required to have both a permanent residence and a telephone in order to participate in this program. Occasionally, a participant who does meet one or both of these requirements is referred by the court and is found ineligible for program participation. If the court subsequently orders the participant into the program, the contractor shall instruct the participant to call PTS during the enrollment interview. PTS will complete an application by telephone. The contractor will include the participant's address and telephone number on the ENROLLMENT NOTICE.

XII. **PARTICIPANT CHANGE OF ADDRESS**

Court Component

A court sentenced participant may not move without prior approval of the Court. Telephonic approval is acceptable, provided the phone call is documented in the case file and includes the date, time, name of the person spoken to, the name of the judge authorizing the change, the new address, and telephone number, if applicable.

County Jail Component

Contractor has the permission of the Sheriff's Department to approve a change of address for CJ participants.

The participant's new address and phone number must be reported to PTS on a STATUS REPORT within twenty-four (24) hours. (Court or CJ component)

- A. Contractor will verify the new location within twenty-four (24) hours of the monitor re-connect at the new address.
- B. Case manager will send a STATUS REPORT to PTS and, as applicable, the sentencing court, the Sheriff's Department, and the DPO.
- C. Contractor will maintain a copy in the case file of participant's first monitoring activity report showing a successful "good hook-up" message.

XIII. **DOCUMENTATION**

It is the Contractors' responsibility to account for the participant's whereabouts twenty-four (24) hours a day. Make it clear to the participant at the time of enrollment that certain documentation is required to account for his/her work schedule and other court approved activity. Probation Department approved documentation must provide **independent** verification by a third party that the participant was where he/she claims to have been on any given date and time. The documentation provided must correspond to the participant's daily monitoring activity report showing "enters" and "leaves". Acceptable forms of documentation include but are not limited to:

A. **Conventional employment**

- 1. Time card, signed by supervisor, is preferred
- 2. Paycheck stubs showing hours and time period worked, including any vacation and/or sick time taken and/or overtime worked
- 3. Note or letter detailing hours and days worked during a given week, signed by supervisor

B. **Unconventional employment (self-employed, independent contractor, sales, field work, etc.).**

Enrollment Notices for these participants will include a statement detailing the type of documentation to be provided. If participant subsequently obtains employment, a Status Report will be sent to appropriate agencies.

When a participant does not have a regular "9-5" job, it is sometimes difficult to find a way to verify his/her time at work. During the initial interview, make it clear to the participant that it is his/her responsibility to prove where he/she is when he/she is not at home. Discuss with the participant different methods of verifying his/her away time. For example:

- 1. Provide participant with an activity log, which requires a name,

address, time, date, signature and telephone number of someone who can confirm the participant's whereabouts.

2. Instruct participant to provide a daily or weekly work schedule, including appointments, with contact name, address and telephone numbers.
3. Instruct participant to provide invoices, which include date of a job, hours spent on a job, job location, contact person, amount charged and/or paid.
4. Instruct participant to provide daily itineraries, mileage claim forms or similar records used for billing purposes.
5. Have participant explain how he/she plans to verify his/her activities and work with him/her to find an acceptable method.

XIV. **OFFICE MEETINGS**

To ensure program compliance, the steps listed below are minimum requirements of a meeting with a participant:

- A. Check transmitter strap
- B. Collect verification of work and other approved activities
- C. Review activity reports since last office meeting and discuss any irregularities with participant
- D. Collect fees, give receipt to participant, keep receipt in file
- E. Set next appointment according to risk level:
 1. STANDARD - a minimum of every two (2) weeks
 2. ENHANCED - every week. . A minimum of once every week for the first thirty (30) days of program participation. Thereafter, enhanced participants who comply with all program guidelines may be seen once every two (2) weeks.
- F. Enter all of the above in case notes

XV. **CASE NOTES**

A correct entry in the case notes must include the time and date of the entry, as well as the first initial and last name, or the signature of the person making the entry.

- A. Report any contact with participant and any information pertinent to monitoring participant's activities
- B. Report all schedule changes, reason, date, etc.
- C. Report all equipment problems, including the disposition

XVI. QUALITY CONTROL

The Contractor shall have a written quality control plan to ensure that the requirements of the contract are met. The original plan and any future amendments are subject to County review and approval and shall include, but not limited to:

- A. A functional performance test and evaluation of the electronic monitoring equipment, with documented results, each time the equipment is issued to and returned by a program participant; the Contractor will provide a written plan describing how its systems will be tested and how performance standards will be met.
- B. An inspection system assuring ongoing delivery of services. The inspection system must specify the activities to be audited/inspected on either a scheduled or unscheduled basis, how often audits/inspections will be accomplished, the title of the individual(s) who will perform and record the audits/inspections and the methods for identifying and preventing deficiencies in the quality of the system. All audits/inspection results must be documented and available for review by the County during normal business hours.
- C. A computerized method of tracking equipment inventory, maintenance, battery life, and service records specific to each piece of equipment in accordance with suggested manufacturers maintenance specifications
- D. A method for ensuring uninterrupted service to Probation in the event of a strike of Contractor's employees
- E. A method for ensuring that offender record confidentiality is maintained

XVII. MONTHLY REPORTS

Contractor will provide a monthly status report by the 10th business day of each month using format provided by the County. The report may include, but not be limited to, the following information:

- A. MASTER LIST OF ALL EM CASES

Information to be reported on each case:

- | | |
|----------------------|----------------------|
| 1. EM # | 8. CASE MANAGER |
| 2. LAST NAME | 9. BRANCH OFFICE |
| 3. FIRST NAME | 10. ENROLLMENT DATE |
| 4. COURT | 11. FINAL DISPO DATE |
| 5. COURT CASE NUMBER | 12. # DAYS MONITORED |
| 6. CHARGE | 13. DAILY FEE AMOUNT |
| 7. RISK LEVEL | |

B. ACTIVE CASES IN EACH BRANCH

SORT BY CASE MANAGER

Information to be reported on each case:

1. OFFICE LOCATION
2. EM # OR OTHER COUNTY I.D. #
3. LAST NAME
4. FIRST NAME
5. CASE NUMBER OR BOOKING NUMBER
6. ENROLLMENT DATE
7. DATE ASSIGNED TO CASE MANAGER

DEFINITIONS

Ability to Pay - The overall capability of the participant to reimburse the costs, or a portion of the costs, of providing program services and shall include, but shall not be limited to, consideration of all of the following factors:

- Present financial position
- Reasonably discernible future financial position.
- Every six months, the participant's financial status must be evaluated to determine applicable income. This includes considering overtime pay incurred within the last six (6) consecutive months.
- Likelihood that the participant shall be able to obtain employment within the six (6) month period from the date of acceptance into the program.
- Any other factor that may bear upon the participant's financial capability to reimburse the Contractor(s) for the cost of the program.

Abscond - A violation of curfew guidelines and inability to be electronically monitored for more than four (4) hours.

Active Equipment - Electronic monitoring device utilizing a continuous signal radio transmitter and receiver to monitor the presence or absence of a participant through a telephone connection.

Assessment - An evaluation of a participant referred to Pretrial Services to determine suitability for participation in the electronic monitoring program.

BAT - A breath alcohol-testing device approved by the Department of Transportation.

Case Manager - An employee of the Contractor whose responsibility is to provide the highest level of service to the courts and maintain a high regard for community safety. A case manager's duties include, but are not limited to, providing the participant with program rules and regulations, assessing participant's ability to pay program fees, ongoing monitoring and documenting the participants compliance to court orders, and reporting incidents of non-compliance to the appropriate authorities.

Completion - Fulfillment of all requirements of the court as listed on the sentencing notice, or a disposition as directed by the court or Sheriff's Department for other than program non-compliance or non-payment of fees.

Concurrent - Applies to separate periods of confinement imposed for separate offenses which, by court order, may be served simultaneously.

Consecutive - Applies to separate penalties imposed for separate offenses which, by court order, must be served one after the other

Contract Discrepancy Report (CDR) - A report prepared by the Probation Department's Project Director to inform the Contractor of faulty service. The CDR requires a response from the contractor within ten (10) days, or as otherwise specified by the Project Director, explaining the problem and outlining the remedial action being taken to resolve the problem.

Contractor - Any vendor, service provider, or company contracting with the Probation Department to provide electronic monitoring services.

Court Order - Any notice in writing or orally presented by a judge specifying conditions of participation for EM.

Curfew - Hours during which a participant is required remain within the interior premises of the designated place of residence.

Day(s) - Calendar days, not business or working days.

Enhanced monitoring - Refers to monitoring guidelines established for program participants who are convicted of an excluded charge or those with a risk assessment determined by Pretrial Services to be at a level between 14 - 22 on the EM risk assessment scale.

Enrollment - The process of instructing a participant in the program guidelines, assessing fees, obtaining signed participation agreement, attaching transmitter to the participant and installing the equipment in the participant's home. Enrollment is not complete until a successful "transmit" message is received from the equipment in the participant's home by the contractor's monitoring center.

Excluded charge - Any charge found on the EM-01 or EM-02 lists.

Failure to enroll - Participant did not enroll in EM by the date specified on the Sentencing Notice or other court order.

Financial Assessment - The capture of participant's income and expense information on approved forms and evaluation of the financial information to determine participant's ability to pay program fees.

Hook-up - That part of the enrollment process where the transmitter is fitted to the participant's ankle and activated.

Hours - Sequential sixty (60) minute time frames.

Indigent Offenders - Those program participants who, after a financial assessment, are found to be unable to pay any program fees and, therefore, qualify for program participation at no fee.

Installation - That part of the enrollment process where the monitoring equipment is installed in the participant's home, equipment is switched on and "good hook-up" message is received at the monitoring center.

Installer - An equipment technician employed by the contractor to install and service participants' monitoring equipment.

Low-Risk Offender - An individual whose criminal record, including the offense for which he has been referred to EM, reflects no history of violence, drug sales or child molestation.

Monitoring Staff - Contractor employees assigned to the Monitoring Center who track and report the transmissions of a participant's electronic monitoring equipment.

Non-Compliance - Any violation of program rules, guidelines or any conditions listed on the Sentencing Notice.

Orientation - That part of the enrollment process where the participant is instructed in the program guidelines, a fee assessment is completed, participant signs required documents to be accepted into the program, and arrangements are made for the installation of the monitoring equipment.

Participant - Any pre-sentenced misdemeanor or convicted offender who is participating in EM. In some instances, a witness is also placed as a participant upon program eligibility.

Passive Equipment - Any random contact equipment or device used in conjunction with a telephone call to confirm the presence of a participant at their place of confinement.

Project Director - Chief Probation Officer or his/her designee responsible for overall operations of EM.

Project Manager - Probation Department approved contractor's representative responsible for overall operations by the Contractor in compliance with the Contract and its procedures.

Standard Monitoring - Refers to monitoring guidelines established for program participants with a risk assessment determined by Pretrial Services at a level between 0 - 13 on the EM risk assessment scale.

Termination - Discontinuance of the participant as directed by the court or Sheriff for non-compliance or for failure (court) to pay fees after a five (5) day advance written notice.

SENTENCING DATE:

County of Los Angeles Probation Department
Pretrial Services Division
Electronic Monitoring Program (EM)
Telephone: (213) 893-5369 Fax: (213) 633-4684

DPO REFERRAL FORM

DATE: _____

Defendant Name: _____
Last
First
Middle

Defendant's Phone Number: _____ (If available)

Reference Phone Number: _____

Case #: _____ Language: _____

In Custody: YES / NO Booking# _____

Conviction Charge: _____ Court: _____ Dept: _____

DPO Name: _____

Area Office: _____

Telephone Number: _____

Fax Number: _____

DPO Email: _____

Court Date: _____

If sentenced:

Court Ordered Days on EM: _____

To Enroll by: _____
Date

*** Mail or Fax copy**

☐ Defendant is placed on Pretrial Electronic Monitoring until _____

Other: _____

☐ Service No. of Hours: _____ Completed By: _____



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INSTRUCTIONS ON HOW TO ENROLL ONTO THE ELECTRONIC MONITORING PROGRAM

1. Upon receiving Monitoring Conditions Form from Judge, the defendant must fax the Monitoring Conditions Form to Contractor at (xxx) xxx-xxxx and to Pretrial Services (PTS) at (213) 893-5369.
2. The defendant must contact Contractor at (xxx) xxx-xxxx within 24 hours of sentencing to schedule an appointment.
3. At the appointment, defendant will be issued the equipment and will be assigned a caseworker.

THE FOLLOWING DOCUMENTS MUST BE PROVIDED BY DEFENDANT AT INITIAL CONTRACTOR APPOINTMENT:

- All court papers regarding this case, especially your **Electronic Monitoring Conditions Form**
- Your driver's license or picture ID
- A copy of the most recent telephone bill: the page that has both the phone number and home address (it does not matter if the phone bill is not under your name)
- Money order, cashier's check or credit card for \$270.00 – you must keep your appointment even if you do not have the full amount
- Verification of income (paycheck stub, tax returns, proof of government benefits, etc.)
- Recent utility bills such as gas, water and electricity
- Recent rent receipts or house payments if any
- Recent bank statements, if you have a bank account
- For self-employed participants, tax returns, income statements, accounts receivable, and business license

ADDITIONALLY, THE FOLLOWING IS REQUIRED:

1. You **must** have electricity during the duration of the program.
2. The telephone line that the monitoring equipment is connected to **cannot**:
 - Have an answering machine
 - Be a cordless phone
 - Have any custom phone services such as call waiting, voice mail, call forwarding, caller ID, computer modems, etc.
3. If the defendant does not have a residential telephone, it must be disclosed to Contractor Enrollment Department personnel at time of appointment scheduling.

INSTRUCCIONES PARA INSCRIBIRSE AL PROGRAMA DE MONITOREO ELECTRONICO

1. Al recibir la Forma de Condiciones (Monitoring Conditions Form) de parte del Juez, usted debe mandar la forma via fax a Contractor al # (xxx) xxx-xxxx.
2. Usted debe llamar a Contractor al # (xxx) xxx-xxxx. **Usted tiene 24 horas para llamar a Contractor** para hacer una cita.
3. Durante la cita, usted recibira el equipo electronico y sera dirigido a un Trabajador de Caso.

LOS SIGUIENTES DOCUMENTOS DEBERAN SER PRESENTADOS EL DIA DE SU CITA:

- Todo los papeles de la corte, especialmente su Electronic Monitoring Conditions (papel color rosa)
- Su licencia de manejo o identificacion
- Su copia mas reciente del cobro de telefono, especificamente la pagina que indique su direccion y su numero telefonico (no importa que su cobro de telefono no este bajo su nombre)
- Money order, cheque de cajero o tarjeta de credito por el costo de \$270.00 – Usted necesita mantener su cita aunque no tenga la cantidad completa
- Verificacion de ingresos (talones de cheques, income tax, o beneficios del gobierno, etc.)
- Cobro recientes de luz, agua y electricidad
- Recibo bancario mas reciente, si es que tiene cuenta de banco
- Papeles de income tax, recibos de cuentas, licencia de negocio etc. si es que tiene negocio

ADICIONALMENTE, LO SIGUIENTE ES REQUERIDO:

1. Usted debe mantener electricidad en su casa durante el programa
2. Su linea telefonica donde su equipo electronico se conectara **no puede tener**:
 - Maquina de recibir mensajes
 - Telefonos inalambrico
 - Servicios especiales como llamada de espera, doble linea, modems de computadoras, etc.
3. Si no tiene telefono en su casa, tiene que informarle a Contractor cuando llamando para confirmar su cita de inscripcion

COURT – WHITE



CONTRACTOR – CANARY



DEFENDANT – PINK

County of Los Angeles Probation Department Pretrial Services Division, Electronic Monitoring Program Assessment Report

Case Filing**Application No.:**

Filed Name	Court/Sheriff Facility	Court Date
------------	------------------------	------------

Arrest

Booked name	Arresting Agency	Booking Number	Arrest Date
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Case Number	Charge	Level Description
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Defendant Information

Sex	Race	Birthdate	Age		SS Number
Address Telephone ()				Residence In: County: State USA:	Born
					Primary Language
Lives With		Relationship		ID Number	Expiration Date
Marital Status	How Long	Support	Children 0		
Employment/Support Status	How Long	Income 0	Education		
Employer				School	

Defendant Justice Identifies Codes/Criminal History

Main Number	CII Number	FBI Number	LAPD Number	Probation X Number
-------------	------------	------------	-------------	--------------------

Comments

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Assessment Status

Interviewed Points	Verified Points	Risk Assessment	Completion Status	Initials
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Signature: _____
 Possible Enrolment Date: _____
 Possible Completion Date: _____

County of Los Angeles Probation Department
ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

The charges listed in this document are generally excluded from participation in the Electronic Monitoring Program. However, Judicial Officers may assign participants, with charges listed in the exclusionary list, to the program when the interest of justice may be served.

HS11154	Prescribing, administering or furnishing controlled substances
HS11155	Physician surrendering controlled substance
HS11351	Possession or purchase for sale of certain specific or classified controlled substances.
HS11351.5	Possession or purchase for sale of cocaine base.
HS11352 ALL	Illegal transportation, sale, furnishing of certain specific or classified controlled substances
HS11353	Person 18 years or over using minor in sale, transportation, or giving to a minor certain specific or classified controlled substances
HS11353.5	Adult preparing to sell to minor, drugs or alcohol
HS11354 A	Person under 18 years using minor in sale, transportation, or giving to a minor certain specific or classified substances
HS11359	Marijuana possession for sale
HS11360 A	Marijuana transportation, sale or furnishing
HS11361 ALL	Marijuana person 18 years or over using minor in sale, transportation, giving to minor
HS11366	Maintaining place for selling, giving, using of certain specific or classified controlled substances
HS11366.5 B	Allowing location to be fort for sale
HS11366.6	Using fort location for sale
HS11378	Possession of controlled substances for sale
HS11378.5	Possession or purchase for sale of PCP
HS11379 - HS11379.9 ALL	Transportation, sale of controlled substances and related offenses
HS11379.5 ALL	Transportation, sale of PCP
HS11379.6 ALL	Manufacture of PCP and other controlled substances
HS11380	Soliciting minor controlled substances
HS11383 A	Possession of precursors with intent to manufacture PCP
HS11390	Cultivation of mushrooms
HS11391	Transportation of mushrooms
PC128	Perjury resulting in capital punishment
PC139A	Threat to use force upon witness or their family
PC140	Threatening witness, victim or informant

County of Los Angeles Probation Department
ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

PC148 ALL	Resist, delay or obstruct public officer
PC181	Slavery
PC186.26	Criminal Street Gang
PC187 A ALL	Murder
PC189	First or second degree murder
PC192	Voluntary manslaughter
PC192 B	Involuntary manslaughter
PC203	Mayhem
PC205	Aggravated mayhem
PC207 ALL	Kidnapping
PC209 ALL	Kidnapping of ransom or extortion
PC210.5	False imprisonment – kidnap to evade arrest
PC211 ALL	Robbery
PC212.5 A	Robbery in an inhabited dwelling, vessel, or building if person charged with using a deadly or dangerous weapon PC12022
PC213.5	Robbery, inhabited house or trailer
PC215 ALL	Carjacking
PC217.1	Attempt to kill specified public officials
PC218	Train wrecking
PC219	Train derailing
PC220	Assault with intent to commit mayhem, rape, sodomy, oral copulation or any violation of PC264.1, 288 or 289
PC236	False imprisonment
PC240 ALL	Assault
PC241.1	Assault
PC242	Battery
PC243 ALL	Battery
PC244 ALL	Battery with chemicals
PC245 ALL	Assault with deadly weapon or force likely to produce a great bodily injury
PC246 ALL	Shooting at inhabited dwelling, building, occupied motor vehicle
PC261 ALL	Rape
PC262 ALL	Spousal rape
PC264	Rape in concert with force and violence
PC266 ALL	Enticement of female under 18 for prostitution
PC267	Abduction of person under 18 for prostitution

County of Los Angeles Probation Department
ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

PC271	Desertion of child under 14
PC272	Contributing to delinquency of person under 18
PC273 A ALL	Willful cruelty of a child
PC273 D ALL	Corporal punishment of a child
PC273.5 A	Corporal injury of spouse, cohabitant of opposite sex, or mother or father of his/her child
PC285	Incest
PC286 ALL	Sodomy
PC288	Lewd or lascivious involving children
PC 288 (a) ALL	Lewd or lascivious acts upon a child under 14
PC288 A (a) ALL	Oral copulation
PC288.5	Three or more acts of substantial sexual conduct with child under 14
PC289 ALL	Penetration of foreign object
PC289.5	Rape and sodomy
PC368 ALL	GBI and mental suffering of dependent adult
PC404.6	Incitement to riot
PC405 B	Lynching
PC417 ALL	Exhibit deadly weapon
PC417.1	Exhibit firearm in presence of officer
PC417.25 ALL	Exhibit laser scope at a person threatening manner
PC417.3	Exhibit firearm in presence of vehicle occupant
PC417.4	Exhibit imitation firearm in threatening manner
PC417.6 ALL	Intentionally inflicting GBI while in the commission of PC 417, PC417.2 or PC 417.8
PC417.8	Exhibit a firearm with the intent to resist arrest
PC422	Terrorist Threats
PC451 ALL	Arson
PC452 ALL	Unlawfully causing fire
PC453 ALL	Possession of explosives or flammable matter
PC454 ALL	Arson
PC455	Attempted Arson
PC464	Burglary with explosives
PC487 C	Grand Theft Person
PC519 ALL	Extortion
PC646.9 ALL	Stalking
PC647.6	Annoying/molest child with prior felony conviction

County of Los Angeles Probation Department
ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

PC653 ALL	Solicit commission of certain offenses
PC664	Any attempt of any violation on the EMO 1 List
PC667.10	Sex crimes (repeat offenders) against someone under 14
PC667.6 A	Sex conviction with prior sex conviction
PC667.6 B	Sex conviction with two or more prior sex convictions
PC667.7	GBI with prior violent felony conviction
PC667.8 A	Kidnapping to commit sex offense
PC667.8 B	Kidnapping to commit sex offense, victim under 14
PC1203.09	Violent felonies against aged
PC12021.5	Street gang crimes with firearms
PC12022 ALL	Use of firearm in commission of a felony
PC12022.4 ALL	Furnish a firearm to another of raiding and abetting another to commit a felony
PC12022.55	Intentional infliction of GBI or death by discharging firearm from vehicle
PC12022.5 ALL	Use of firearm in commission of a felony
PC12022.7	Infliction of GBI in commission of felony
PC12022.75	Administer controlled substance against victim's will
PC12022.8	Inflict GBI in commission of certain sex offenses
PC12022.85	Sexual offense with knowledge that he/she has AIDS or HIV
PC12022.9 ALL	GBI causing termination of pregnancy
PC12034 C	Personally shooting from a motor vehicle.
PC12303.1	Carrying or placing explosive on common carrier
PC12303.2	Possession of destructive devices/explosives in public places.
PC12303.3	Possession of exploding or destructive device or explosive with intent to injure
PC12308	Explosion of destructive device with intent to commit murder
PC12309	Unlawful explosion causing bodily injury
PC12310	Explosive device which causes mayhem.
PC12312	Possession of materials with intent to make destructive device or explosive.
PC12355 ALL	Booby-trap causing GBI
VC2800.1	Evading a Peace Officer
VC 2800.2	Evading a Peace Officer Reckless Driving

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMMUNITY BASED ALTERNATIVES TO CUSTODY (CBAC)
LIST OF EXCLUDED CHARGES – 2015

CHARGE	DESCRIPTION	Post Incarceration Consideration
136PC	Preventing /dissuade a witness from testimony	3
148.10(A)PC	Resisting a Peace Officer resulting in Death / serious Injury to Peace Officer	never
166 PC	Criminal contempt with gang injunction/domestic violence	never
186.22(A)PC	Crime of active gang member	never
186.22(B)(1)PC	Enhancement crime to benefit street gang	never
187PC	Murder	never
191.5PC	Gross vehicular manslaughter	never
192PC	Manslaughter	never
203PC	Mayhem	never
205PC	Aggravated mayhem	never
207PC	Kidnapping	never
209PC	Kidnapping with rape, robbery, ransom, or extortion	never
209.5PC	Kidnapping during a carjacking	never
211PC	Robbery	5
212PC	Robbery (home invasion)	never
215PC	Carjacking	10
220PC	Assault with intent to commit rape	never
236PC	False imprisonment	5
243(B)PC	Battery on Police Officer	3
243(C)PC	Battery on Peace Officer/emergency personnel	never
243.4PC	Sexual battery	5
245(A)(2)PC	Assault with firearm	never
245(B)PC	Assault with semi-auto firearm	never
245(C)PC	Assault on Peace Officer firearm	never
246PC	Shoot at occupied dwelling	never
246.3PC	Discharge firearm /cause Injury - Death	never
261PC	Rape	never
269 PC (All subs)	Aggravated sexual assault on a child	never
273(A)PC	Willful cruelty to child	never
286PC	Sodomy	never
288PC (All subs)	Lewd or lascivious acts with a child under 14	never
289PC	Forcible penetration by foreign object	never
290PC	Registration of sex offenders	never
311PC	Child pornography	never
314PC	Lewd or obscene conduct / indecent exposure	10
368PC	Cruelty to an adult dependent	never
405PC	Riot (County Jail only)	5
417PC	Firearms	3
422PC	Criminal threats	10
450.1PC	Battery by prisoner	never
451PC	Arson	never
487 (D), (D)(2) PC	Grand theft of a firearm	never
626.9PC	Gun at school	10
646.9PC	Stalking	never
647.6PC	Annoying or molesting a child under 18	never
1370PC / 2684 PC	Mentally incompetent/Criminally insane	never
2800.1(A)VC	Evading arrest	5
2800.2(A)VC	Evading Peace Officer, disregard safety	10
3000.08 PC	Parole warrant - revoke parole supervision	never

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMMUNITY BASED ALTERNATIVES TO CUSTODY (CBAC)
LIST OF EXCLUDED CHARGES – 2015

CHARGE	DESCRIPTION	Post Incarceration Consideration
3056PC	Parole violation	3
3454 (B)/3455 PC	Flash incarceration (current arrest)	never
4024.2(C)PC	Work Release failure	5
4532PC	Escape	never
20001(A)VC	Hit and run causing GBI or Death	never
DOMESTIC VIOLENCE		
243(E)(1)PC	Non-cohabitating domestic violence/qualifies for Work Release if not current case	*
	*If current case - may qualify for EMP with DV review by LACO Probation personnel	*
243(f)(10) PC	Domestic violence dating relationship/qualifies for WRP if not current case	*
	*If current case - may qualify for EMP with DV review by LACO Probation personnel	*
273(D)PC	Corporal injury to child	never
273.5(A)PC	Corporal injury of spouse/cohabit - May qualify EMP with DV review by LACO Prob	**
	**If not current case, no case in 12 months approved for WRP	
273.6PC	Violation of court order to prevent domestic violence/EMP w/DV review LACO Prob	**
	**If not current case, no case in 12 months approved for WRP	
DISQUALIFYING WEAPONS CHARGES		
23152(a)&(b) VC	DUI Misd qualifies for WRP/three convictions in three yrs requires EMP w/BAT	conditional
23153(A) VC	Felony DUI with injury	never
23153(f) VC	DUI causing bodily injury to person other than driver	never
23175 VC	DUI with priors felony - 3+ convictions in 3yrs (high risk review by CBAC Supvr)	conditional
DISQUALIFYING WEAPONS CHARGES		
11370.1A HS	Possession of a controlled substance while armed W/loaded firearm	never
12020(A) PC	Unlawful carrying or possession of weapons (*known gang members only)	never
12021PC (all subs)	Possess firearm	never
12022.1 PC	Commit crime while on Bail or O.R.	never
12022.53 PC	Use of a firearm in the commission of specified felonies (sentence enhancement)	never
12022.9/.95 PC	Felony against a pregnant victim/child death	never
12023 PC	Carry a loaded firearm intent to commit assault	never
12024 PC	Deadly weapon intent assault	never
12025 PC (all subs)	Carry a concealed weapon	never
12028.5 PC	Weapons at the scene of domestic violence	never
12031 PC (all subs)	Carry loaded firearm in vehicle /public place /public street	never
12040 PC	Criminal possession of firearm while wearing a mask	never
12070 PC	Illegal sale of firearms	never
12280 PC	Possession of assault weapon	never
12303 PC (all subs)	Possession of destructive device	never
12308 PC	Use of destructive device with intent to commit murder	never
12309 PC	Use destructive device causing GBI/Death	never
12310 PC	Use destructive device causing Death	never
12312 PC	Possession of materials w/intent to make a destructive device	never
12316 PC	Gang injunction - possession of ammunition	never
12355(a)&(b) PC	Bobby trap assembly/possession with intent	never
12590 PC (all subs)	Picketing with firearm	never
25850(A)&(C) PC	Carry a loaded firearm	never
NEW WEAPONS LAWS		
17500 PC	Deadly weapon intent to assault	never
17510(a) PC	Carry a concealed /loaded firearm while picketing	never
18250 PC	Weapons at scene of domestic violence	never
18710/20 PC	Possession of assault weapon/materials to make destructive device	never
18715/25 PC	Placing a destructive device/transport a destructive device	never
18740/45 PC	Use of destructive device	never

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMMUNITY BASED ALTERNATIVES TO CUSTODY (CBAC)
LIST OF EXCLUDED CHARGES – 2015

CHARGE	DESCRIPTION	Post Incarceration Consideration
18750/55 PC	Use of destructive device causing GBI/Death	never
19100 PC	Carry concealed explosive	never
20110 PC	Bobby trap assembly/possession with intent to commit assault	never
23920 PC	Possession of an altered firearm	never
25300 PC	Criminal possession of firearm while wearing a mask	never
25400 PC (all subs)	Carry a concealed weapon	never
25800 (A) PC	Use of a firearm in the commission of a felony	never
25850 PC (all subs)	Carry loaded firearm /vehicle/ public place or on public street	never
26350 PC (all subs)	Openly carry unloaded gun on person/veh/public place (*discretionary review)	*
26500 PC	Illegal sale of firearm	never
27235 PC	Concealed firearm	never
29800 (b) PC	Possess firearm adult court conviction while minor	never
29815(a) PC	Possession of firearm/probation violation	never
29900 (a)&(b) PC	Possession firearm violent felon/adult conviction while minor	never
30305 PC	Possession ammunition by felon/gang member	never
30605 PC (all subs)	Possession of assault weapon	never
PRIOR CONVICTION ENHANCEMENTS		
667.5PC	Prior imprisonment in State Prison	never
667(A)(1)PC	Prior conviction of serious or violent felony	never
1170.12(A)-(D)PC	Prior conviction of serious or violent felony	never
11353HS	Furnish minor controlled substance for use/transport	never
11370.2HS	Prior conviction of narcotic sales or possession for sales	never

The inmate must:

- A. Be fully sentenced (status III)
- B. Be classified with a security level 7 or below
- C. Be free of self-admitted medical and psychological problems requiring prescription medication unless participating in a Community Treatment program and approved by the CBAC Placement Committee.

Note: The CBAC placement Committee consists of the Population Management Bureau (PMB) Captain, Community Based Alternatives to Custody (CBAC) Lieutenant, and the Community Transition Unit (CTU) Lieutenant.

The inmate shall not have:

- A. Any current or prior violent crimes except misdemeanor domestic violence
- B. Any current or prior sex crimes
- C. Any pending court dates
- D. Any holds or outstanding warrants of any kind
- E. Any extensive weapons violations/crimes committed with firearms
- F. An extensive RAP sheet
- G. Disciplinary problems
- H. No current restraining orders
- I. Committed any crime while in a custody facility (i.e.: 4573PC /4573.3Pc /4573.6PC)
- J. A court commitment excluding program participation

NOTE: ALL INMATES ARE SUBJECT TO DISCRETIONARY REVIEW BY SUPERVISORY STAFF



Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

ABSCOND NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

DEFENDANT FAILED TO RETURN HOME WITHIN HIS/HER APPROVED SCHEDULE
DEFENDANT WHEREABOUTS ARE UNKNOWN AT THIS TIME

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

COMPLETION NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

ALL PROGRAM FEES HAVE BEEN PAID IN FULL
REQUIRED DRUG/ALCOHOL TESTING COMPLETED
COMMUNITY SERVICES HOURS WERE COMPLETED

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

ENROLLMENT NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

DEFENDANT WAS FOUND SUITABLE FOR ELECTRONIC MONITORING
DEFENDANT WILL UNDERGO BREATH ALCOHOL TESTING
DEFENDANT WILL UNDERGO DRUG TESTING

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

FAILED TO ENROLL

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF MONTHS ORDERED:

Other EM Numbers:

NO OF DAYS ORDERED:

and Cases (if any):

DEFENDANT FAILED TO:

KEEP HIS / HER SCHEDULED APPOINTMENT
PAY REQUESTED ENROLLMENT FEES
CONTACT CONTRACTOR MONITORING
ENROLL BY COURT ORDERED DATE

COMMENTS

Reference Numbers Called:

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

NON-COMPLIANCE REPORT

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

This NCR issue resolved

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

STATUS REPORT

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

COMMENTS:

and Cases (if any):

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

TERMINATION NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

CLIENT WAS TERMINATED:

DUE TO FAILURE TO PAY AGREED UPON FEES

AS ORDERED BY THE COURT

AS ORDERED BY THE OFFICER / PO

EFFECTIVE (DATE / TIME): 08/04/2011

COMMENTS

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

You have been placed in the Los Angeles County Electronic Monitoring Program (EMP) as an alternative to incarceration. This program uses technology to alert a central monitoring station each time you leave and enter your home, or test positive for the consumption of alcohol. The computer will also report tampering with the equipment, power outages, and loss of phone service.

On the day you begin the program, a transmitter will be fitted to your ankle and a reporting unit will be installed on your telephone. Additional equipment may be necessary if enhanced monitoring is required. This equipment can be removed only after you complete the program, unless other direction is received from the Court.

While on the electronic monitoring program or “house arrest,” you are required to remain inside your home except for activities authorized by the Court, Sheriff’s Dept., or Probation. It is expected that you will have full-time employment, unless prohibited by your Probation Officer, the Sheriff’s Dept., or the Court. Employment must be verified in writing by someone in a supervisory position. In addition, all timecards and paycheck stubs must be submitted as further verification of employment.

At the time of enrollment, a Case Manager will establish a schedule based on your permitted activities such as employment, counseling, drug or alcohol abuse treatment, and any other permitted activities. All overtime or other schedule changes require a Case Manager’s approval 24 hours in advance. Your Case Manager will also establish scheduled mandatory compliance meetings that you will have to attend at the Contractor’s branch office. At these meetings, you will be required to provide documentation for all outside activities and pay program fees.

PROGRAM COMPLIANCE

Participation in the program is voluntary. You should be advised that once you have been enrolled in EMP, section 1203.016 of the California Penal Code states that you can be taken into custody to serve the balance of your sentence for any of the following reasons:

- A. Failure to follow program rules and/or regulations (including providing all required documentation).*
- B. Failure to pay agreed upon program fees.*
- C. Failure of the equipment to perform for any reason which results in the inability to monitor you effectively.*
- D. Any negative behavior resulting in the Court or Probation Officer’s belief that you may not complete the program successfully.*

Client Initials_____

If you willfully leave your residence without authorization or fail to return to your residence at the prescribed time, you can be prosecuted for escape under Penal Code section 4532.

A Non Compliance Report will be sent to the Court and/or Probation Officer for any program

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

violation, including but not limited to:

1. Leaving the range of your monitoring equipment when you are scheduled to be at home.
2. Returning home later than your schedule allows.
3. Leaving home earlier than your schedule allows.
4. Missing scheduled appointments with your case manager.
5. Failing to provide acceptable verification of work and other Court/Probation authorized activities.
6. Failing to pay program fees.
7. Failing to answer all telephone calls when present at your residence.
8. Failing to maintain electrical power either by unplugging the equipment or neglecting to pay the electricity bill.
9. Failing to maintain telephone/cellular service for any reason.
10. Failing to remove custom features from your telephone line, such as call waiting, call forwarding, answering machine voicemail, etc...
11. Refusing to perform alcohol or drug tests as required by the Court/Probation or testing positive for either alcohol or drugs.
12. If Breath Alcohol Testing (BAT) equipment is installed, failing to blow into the unit and transmit a picture when instructed by the monitoring center.
13. Failing to comply with any additional conditions set by the Court or the Probation Officer.
14. Tampering with or attempting to remove the ankle transmitter.
15. Tampering with or damaging any part of the electronic monitoring equipment.
16. Using alcohol or illegal drugs while on the program.
17. Possession of any weapons while on the program.

Client Initials _____

PROGRAM EQUIPMENT

The transmitter fitted to your ankle, the in-home monitor attached to your telephone line, and any other equipment given to you by Contractor's Offender Services is your responsibility. If the equipment is damaged, lost or destroyed, you will be required to pay the following amounts:

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

Home Monitoring Unit.....	\$850.00
Home Monitoring Unit – Cellular.....	\$1,050.00
RF Ankle Transmitter	\$525.00
UniTrak GPS Device	\$850.00
MEMS 3000/BAT	\$1,200.00
MEMS 3000/BAT – Cellular	\$1,600.00
BA/RT – Portable BAT	\$750.00
SCRAMx – Transdermal Alcohol Testing	\$1,400.00
SCRAMx – Cellular Modem – Transdermal Alcohol Testing	\$500.00
Charger	\$35.00
Ankle Strap	\$20.00

If any of the above equipment is not returned to Contractor, a felony theft report will be filed with the local police department.

The ankle strap and transmitter are water resistant and lightweight. It must be worn under your sock, which should not interfere with your normal activities. You can shower while on the program, however, you should not submerge the transmitter in a bathtub, spa or pool.

The in-home unit is connected to the phone and electricity lines in your residence in a fashion similar to an answering machine. This unit transmits a signal through the telephone lines via a (800) phone number. You will not be charged for these calls.

This unit does not have audio recording capabilities and will not monitor your phone conversations. If you unplug either the power cord or the phone line, a Non-Compliance Report will be sent to the Court/Probation Dept. Upon program completion you must return all monitoring equipment to the Contractor's office.

Client Initials_____

PROGRAM SCHEDULES

*Your curfew schedule is set by your Case Manager based on your work schedule and other permitted activities. All requests for schedule changes must be handled by a case manager. Schedule changes can only be made by phone **Monday through Friday from 10:00am to 4:00pm, 24 hours in advance.** It is your responsibility to plan your approved activities in advance so that last minute schedule changes do not occur.*

In the event of a medical emergency, it is your responsibility to notify your Case Manager of the

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

*situation during regular business hours. **For medical emergencies that occur after business hours, call the 24-hour toll free number (800) 551-4911.** You will be responsible for providing written proof of the emergency to your Case Manager the following business day. You will remain in violation of the program rules until proof of any time away is received.*

DRIVING PRIVILEGES

If you are driving a vehicle while on the program, you will be required to provide a valid driver's license at the time of your enrollment in the program. A participant whose license has been suspended or revoked should not operate a motor vehicle. If you are observed driving at any time while on the program, a Non Compliance report will be sent immediately to the Court or Probation Dept., which may result in termination from the program.

CLIENT GRIEVANCE PROCEDURE

If you have any questions about your treatment while on the program, you may appeal in writing to the Branch Manager. If no solution is reached at this level, you may submit your grievance to the Contractor's Offender Services, Project Director. Any further complaints must be submitted in writing to the Los Angeles County Probation Department Program Manager, Edwin H. Monteagudo, 3530 Wilshire Boulevard, Suite 501, Los Angeles, CA 90010.

Client Initials_____

PROGRAM FEES

*Program participants are responsible for payments of their program fees in advance on a bi-weekly basis. Participants must provide proof of household and/or personal income on which program fees are based. All payments must be made in the form of a credit card, certified check, or money order payable to **Contractor's Offender Services**. You will be required to pay a non-refundable processing fee of \$57.00. **REFUSAL TO PAY PROGRAM FEES MAY RESULT IN TERMINATION FROM THE ELECTRONIC MONITORING PROGRAM.***

*If at any time during the program you are approved, by the Court, Sheriff's Dept., or the Probation Department, to change residence, you will be charged a \$30.00 moving fee. Verification of the new address must be provided **prior** to relocating the monitoring equipment.*

If you are terminated from the program or you decide to complete your sentence in custody, you will forfeit all rights to any program fees, including those paid in advance. If the Court

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

completes you early for good behavior, all pre-paid program fees will be refunded to you.

PARTICIPANT FEES

- An enrollment fee of \$57.00;
- A change of address fee of \$30.00;
- A minimum fee for twenty (20) days based on participant's ability to pay after fee assessment process, if sentence is for less than twenty (20) days;
- An equipment repair or replacement fee for damaged or lost equipment caused by program participants. Participants shall not be charged more than the actual repair or replacement cost as determined by invoice or manufacturer's price list furnished to County by Contractor;
- A residential based breath alcohol testing device fee of \$3.00 per day if ordered in conjunction with electronic monitoring; \$6.00 per day if only breath alcohol testing is ordered. An additional daily cell fee of \$1.00 for a cellular enabled unit.

FEE REDUCTION/INCREASE PROCEDURE

Program fees may be adjusted during the term of your sentence for any of the following reasons:

- 1.) Loss of employment*
- 2.) Decrease in income*
- 3.) Loss of County Aid*
- 4.) Increase of income*
- 5.) Other circumstances which may allow an adjustment.*

You will be required to provide all appropriate documentation to your Case Manager when a reduction/increase is requested. A copy of the Fee Adjustment Form (Form #310) will be provided at the signing of the agreement.

*It is important that you carefully read and clearly understand all the program requirements. Failure to comply with program guidelines will result in a Non Compliance Report being forwarded to the Court, Sheriff's Dept., or Probation Dept. for further sanctions, including possible termination from the program and incarceration. **IF YOU DO NOT UNDERSTAND OR CANNOT COMPLY WITH THESE RULES, NOTIFY YOUR CASE MANAGER IMMEDIATELY.***

Note: In the event that the participant fails to provide any financial information at the time of enrollment, a Minimum Daily Fee of \$13.00 is assessed. Upon receiving the required financial income documentation from the participant, the daily fee is immediately re-assessed and adjusted as needed.

FEE AGREEMENT

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

I agree with this financial assessment of my ability to pay the daily fees. The daily rate as agreed to is \$_____ per day for monitoring. Testing fees will be charged separately as required.

*Client Initials*_____

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

I agree to pay program fees at the rate of \$_____ for the first two weeks, and \$_____ every two weeks until all program fees are paid in full. For sentences of 20 days or less, I understand that I will be charged a minimum fee amounting to the assessed daily rate times 20 days, plus the \$57 program enrollment fee. I understand that the Court or Sheriff's Dept. will be notified if I fail to pay. In addition, five days after written notification of my failure to pay, I may be terminated from the program for refusal to pay fees as agreed.

CLIENT AGREEMENT

- 1. I agree not to bring my children or any children into the Contractor's office during my visits with my case manager.*
- 2. I agree to admit any person or agent designated by the correctional administrator into my residence at any time for purposes of verifying my compliance with conditions of home detention.*
- 3. I agree to remain within the interior premises of my residence at all times, except for the days I work, or to keep appointments for which I have received permission in advance. Any changes in employment schedule, scheduled activities, or requests for appointments will require 24 hours in advance notice to Contractor's staff. All schedule changes must be requested during the hours of 10:00am and 4:00pm. Monday through Friday.*
- 4. I agree to the use of electronic monitoring or supervising devices for the purpose of helping to verify my compliance with the rules and regulations of the home detention program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me, which is to be used solely for the purpose of voice identification.*
- 5. I agree that the Correctional Administrator/Probation Officer may, without further order of the court, immediately retake me into custody to serve the balance of my sentence for any of the following reasons: A) Electronic monitoring or supervising devices are unable for any reason to perform their function at my designated place of home detention. B) If I willfully fail to pay fees to the provider of electronic home detention services. C) If I for any reason no longer meet the established criteria for program participation. D) If I give the Court or Probation Dept. reason to believe that I would not complete the program successfully.*
- 6. I understand that it will be necessary for monitoring devices to be installed on my telephone. I agree to maintain telephone services to my designated place of home detention while on the program. I understand that cordless telephones, call waiting, call forwarding and answering machines on the line being used for monitoring are prohibited while I am on the program and I agree to comply with this regulation.*
- 7. I agree to respond to all telephone calls generated from the Electronic Monitoring*

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT**

Program staff and monitoring equipment when I am at home regardless of the time of day or night. Failure to respond to phone calls will result in a Non-Compliance Report.

8. *I agree to maintain service to my designated place of home detention while on the program. I understand that generators or battery-powered devices are not acceptable and I agree to comply with this condition.*
9. *I agree to pay the monitoring company for the duration of the time I am on the program.*
10. *The amount will be set by the monitoring company based on their assessment of my financial ability to pay.*
11. *I agree to attend regularly scheduled office meetings, at which time I will provide verification of outside activities and pay program fees.*
12. *I understand that the consumption of alcohol in any form, or the consumption of possession of any drugs not prescribed by a medical doctor is prohibited. I agree to comply with this condition. I understand that I may be required to submit to drug/alcohol testing for the duration of EMP. I agree to pay the costs up to \$150.00 per test.*
13. *I agree that I will not violate any laws while on the electronic monitoring program.*
14. *I agree to have all firearms that are in my designated place of home detention removed prior to my participation in the program*
15. *I agree to submit my person, property, place of residence and /or personal effects to search at any time, with or without a warrant, and with or without probable cause.*
16. *I understand that if I am returned to custody for any reason, I will not receive any accelerated release credits and may be subjected to additional loss of good/work time.*

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17. *I understand that if I willfully fail to return to my place of home detention later than the period for which I am authorized to be away, or if I make unauthorized departures, I could be prosecuted for escape under Penal Code section 4532, which can carry a sentence of up to six consecutive years in State Prison.*
18. *I understand that if I willfully fail this program, I may be excluded from consideration for any other Community Based Alternatives to Custody Program.*

*Client Initials*_____

I have been advised that my participation in the Los Angeles County Probation Electronic Monitoring Program (EMP) is voluntary and that, if I prefer, I may serve my sentence in custody at a jail facility. The program guidelines have been explained to me and a copy given to me. I agree to comply with all program rules and regulations. I further understand that failure to follow program guidelines may result in my immediate return to custody without warrant or court order to serve the balance of my sentence.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the Electronic Monitoring Program.

Participant Name (Print)

Date

Participant Signature

Date

Case Manager Name

Date

Case Manager Signature

Date

FINANCIAL WORKSHEET

To accurately assess the daily fee, Contractor requires that _____ provide supporting documentation for each one of the statements in the worksheet. If you are receiving government aid, a grant letter must be presented to your case worker. The grant letter must stipulate how much cash aid you are receiving abstracting food stamps.

Embellishing financial statements is unacceptable. If by such given date _____ a target rate will be applied until income verification is received. Additional fees might apply based on monitoring equipment. You are responsible for notifying your Case Manager immediately, if any financial changes occur while you are on Electronic Monitoring.

Income information is required for each participant and their spouse/cohabitant.	The following expenses will only be used as a guide to give Contractor an overall picture. The expenses will not be deducted from you Gross Household Income.
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INCOME INFORMATION

Income Before Deduction \$ _____
 Unemployment Insurance \$ _____
 Government Aid \$ _____
 Spouse/Cohabitant Income \$ _____
 Pension \$ _____
 Other Income/Family \$ _____
Total Income \$ _____

EXPENSES INFORMATION

Rent/House Payment \$ _____
 Phone Bill \$ _____
 Electricity \$ _____
 Gas \$ _____
 Restitution \$ _____
 Alimony/Child Support \$ _____
Total Expenses \$ _____

If you own real estate, stocks or bonds, please indicate current value \$ _____
 Please list the year your real estate was purchased Year _____
 Monthly Investment Income \$ _____

Bank Account Information:

Bank _____ Savings Amount \$ _____
 Bank _____ Checking Amount \$ _____

With whom do you live (name and relationship) _____

How are you financially being supported _____

Name of Employer _____

Address _____ Phone _____

If not employed, please indicate reason _____

My signature below declares that the above information is true to the best of my knowledge.

Client's name (please print) _____ Date _____

Client's Signature _____ Date _____

Case Manager's Signature _____ Date _____

---Office Use Only---

Initial Set Fee \$ _____

Additional Cost:

☐ ACU Cell \$ _____
☐ Default Rate \$ _____
☐ SCRAM \$ _____

Verification of Income Provided ☐ YES or ☐ NO

If yes, type of verification _____ Recv'd by _____ Date _____

COUNTY OF LOS ANGELES PROBATION DEPARTMENT ELECTRONIC MONITORING PROGRAM SLIDING SCALE				
MONTHLY WAGE		DAILY CHARGES	DAILY CHARGES	DAILY CHARGES
FROM	TO	RF	RF CELL	GPS
\$0.00	\$240.00	\$0.00	\$0.00	\$5.00
\$241.00	\$400.00	\$0.00	\$0.00	\$5.00
\$401.00	\$560.00	\$0.00	\$0.00	\$5.00
\$561.00	\$720.00	\$3.00	\$3.80	\$6.00
\$721.00	\$880.00	\$4.00	\$4.80	\$7.00
\$881.00	\$1,040.00	\$5.00	\$5.80	\$8.00
\$1,041.00	\$1,200.00	\$6.00	\$6.80	\$9.00
\$1,201.00	\$1,360.00	\$7.00	\$7.80	\$10.00
\$1,361.00	\$1,520.00	\$8.00	\$8.80	\$11.00
\$1,521.00	\$1,680.00	\$9.00	\$9.80	\$12.00
\$1,681.00	\$1,840.00	\$10.00	\$10.80	\$13.00
\$1,841.00	\$2,000.00	\$11.00	\$11.80	\$14.00
\$2,001.00	\$2,160.00	\$12.00	\$12.80	\$15.00
\$2,161.00	\$2,320.00	\$13.00	\$13.80	\$16.00
\$2,321.00	\$2,480.00	\$14.00	\$14.80	\$17.00
\$2,481.00	\$2,640.00	\$15.00	\$15.80	\$18.00
\$2,641.00	\$2,800.00	\$16.00	\$16.80	\$19.00
\$2,801.00	\$2,960.00	\$17.00	\$17.80	\$20.00
\$2,961.00	\$3,120.00	\$18.00	\$18.80	\$21.00
\$3,121.00	\$3,280.00	\$19.00	\$19.80	\$22.00
\$3,281.00	\$3,440.00	\$20.00	\$20.80	\$23.00
\$3,441.00	\$3,600.00	\$21.00	\$21.80	\$24.00
\$3,601.00	\$3,760.00	\$22.00	\$22.80	\$25.00
\$3,761.00	\$3,920.00	\$23.00	\$23.80	\$25.00
\$3,921.00	\$4,080.00	\$24.00	\$24.80	\$25.00
\$4,081.00	\$4,240.00	\$25.00	\$25.80	\$25.00
\$4,241.00	\$4,400.00	\$25.00	\$25.80	\$25.00
\$4,401.00	-	\$25.00	\$25.80	\$25.00

ITEMS ON SLIDING SCALE

- **Radio Frequency Electronic Monitoring:** Ankle transmitter and home monitoring unit.
- **Radio Frequency Electronic Monitoring – Cellular Version:** Ankle transmitter and cellular-enabled home monitoring unit. (Used when the offender does not have residential telephone service for the home monitoring unit to be connected.)
- **GPS Tracking - Passive:** Passive GPS tracking that provides historical location tracking information.
- **GPS Tracking – Active:** Active, near real time offender tracking. Pricing explained in note below.

NOTE: The daily charge rate for Active GPS tracking services is an additional \$1.90 per day (daily charge rate for GPS as shown in sliding scale above + \$1.90 = daily charge rate for Active GPS).

ALCOHOL AND DRUG TESTING OPTIONS

- **Breath Alcohol Testing:** MEMS 3000 daily rate = \$3.00 as mandated by Los Angeles County/Additional \$1.00 for Cellular units
- **Breath Alcohol Testing:** MEMS 3000 Only (No RF or GPS) daily rate = \$6.00 as mandated by Los Angeles County/Additional \$1.00 for Cellular units
- **Drug Testing via Five (5) Panel Test Kit** = \$40.00 per test. Traditional five substance test kit.
- **Drug Testing via Twelve (12) Panel Test Kit** = \$80.00 per test. Expanded to include a wider array of substances.
- **Drug Testing via Hair Follicle Test Kit** = \$150.00 per test. Used to test for prolonged exposure to substance use.

OPTIONAL ALCOHOL MONITORING SOLUTIONS

- **BA/RT Breath Alcohol Testing with location identification** daily rate = \$7.00 minimum fee per day
- **SCRAMx Transdermal Alcohol Monitoring** daily rate = \$15.00 minimum fee per day, for sentences less than 30 days; \$12.00 fee per day for sentences longer than 30 days. SCRAMx device available with a cellular enabled home unit for an additional fee of \$2.00 per day, regardless of sentence length.